

TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE MEETING MATERIALS

February 23, 2006



Letter of Transmittal

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Jon Tapping, Acting SFOBB East Span Project Manager

RE: Information Packet for TBPOC Meeting – February 23, 2006

Attached is the 'TBPOC Information Packet' for the upcoming February 23rd TBPOC Meeting. The binder includes memorandums and reports that will be presented. A 'Table of Contents' is provided following the 'Agenda' to locate specific items. Items that are to be included after the mail-out will be printed on blue paper.

TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE

Agenda

February 23, 2006

1:00 PM to 3:00 PM, Director's Conf. Rm. 1113

Caltrans, 1120 N Street, Sacramento, CA

Topic	Presenter	Time	Desired Outcome
1. Chair's Report	W. Kempton, Caltrans	5 minutes	Information
2. Status of Caltrans Toll Bridge Program Manager and East Span Project Manager Hires	W. Kempton, Caltrans	2 minutes	Information
3. Consent Calendar a) January 4, 2006 Conference Call Minutes* b) January 11, 2006 Conference Call Minutes* c) January 13, 2006 Conference Call Minutes* d) January 18, 2006 Conference Call Minutes* e) January 19, 2006 Meeting Minutes* f) January 31, 2006 Conference Call Minutes* g) February 10, 2006 Conference Call Minutes*	A. Fremier, BATA	5 minutes	Approval
4. Monthly Progress Report a) Draft February 2006 Monthly Progress Report***	A. Fremier, BATA	5 minutes	Approval
5. Response to BSA Audit Report*	T. Anziano, Caltrans	5 minutes	Information
6. Program Issue a) Concrete Supplier*	T. Anziano, Caltrans	5 minutes	Information
b) Bay Bridge Communications Alternate Media Spokespersons*	J. Tapping, Caltrans, B. Ney, Caltrans	5 minutes	Approval
7. SFOBB East Span Project a) Westar DIR Findings*	J. Tapping, Caltrans	2 minutes	Information
8. SFOBB East Span SAS Contract a) Bid Opening Talking Points* b) DRB Member Selection Process* c) Skyway Hinge Pipe Beam DRB Findings* d) Bidder Inquiry Update*	B. Ney, Caltrans J. Tapping, Caltrans P. Siegenthaler, Caltrans J. Tapping, Caltrans	10 minutes 5 minutes 10 minutes 5 minutes	Information Information Information Information
9. SFOBB East Span Skyway Contract a) CCO 83 – Service Platform Design Changes*	P. Siegenthaler, Caltrans	2 minutes	Approval
10. SFOBB East Span South/South Detour Contract a) Risk Management Plan* b) SSD/YBITS Schedule Management/Coordination Strategy*	J. Tapping, Caltrans J. Tapping, Caltrans	10 minutes 10 minutes	Information Approval
11. West Approach Project a) Weekend Closure Proposal*	K. Terpstra, Caltrans D. Turchon, Caltrans	15 minutes	Approval
12. BATA-Caltrans Cooperative Agreement*	A. Fremier, BATA	2 minutes	Approval
13. Other Business	W. Kempton, Caltrans		Information
14. Next Meeting (s): March 23, 2006, 10:00 AM Caltrans Project Office, 151 Fremont St., San Francisco*	W. Kempton, Caltrans		

* Attachments

** Final Documents still in process; to be provided as soon as available.

*** Stand alone document included in the binder.

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2	12	BATA-Caltrans Cooperative Agreement*

AGENDA ITEM 1

NO ATTACHMENTS

AGENDA ITEM 2

NO ATTACHMENTS

AGENDA ITEM 3

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Program Management Team (PMT)

RE: Agenda No. - 3

Item- Approval of TBPOC Meeting and Conference Call Minutes

Cost:

N/A

Schedule Impacts:

N/A

Recommendation:

Approval of the following minutes –

- January 4, 2006 Conference Call
- January 11, 2006 Conference Call
- January 13, 2006 Conference Call
- January 18, 2006 Conference Call
- January 19, 2006 Meeting
- January 31, 2006 Conference Call
- February 10, 2006 Conference Call

Discussion:

N/A

Attachment(s):

Minutes of the above dates.

MINUTES
TBPOC CONFERENCE CALL
January 4, 2006, 3:00 PM

Participants: Will Kempton, John Barna, Dan McElhinney, Andy Fremier, Rod McMillan and Jon Tapping

Convened: 3:04 PM

ITEMS	TBPOC Decision/Direction
<p>I. SAS Bid Opening Date Extension Request</p> <p>The meeting was called to discuss the latest developments on the American Bridge/Fluor JV's December 27, 2005 written request for a two-month extension to the bid opening date and a six-month extension to the milestone dates.</p>	
<p>II. Other Issue</p> <p>Another potential bid team has been requested to provide a bidder's inquiry to document its request for an additional six months in the contract so that a formal response can be made.</p>	<ul style="list-style-type: none"> Once bidder's inquiries are submitted, the TBPOC will reconvene to discuss how to respond to the potential bid teams. The TBPOC indicated its interest in contacting principals of the potential bid teams within the bounds of the Public Contract Code.

Adjourned: 3:29 PM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date

JOHN F. BARNA, Jr. Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

MINUTES
TBPOC CONFERENCE CALL
January 11, 2006, 2:00 PM

Convened: 1:50 PM

Part I

Participants: Will Kempton, Steve Heminger, John Barna, Andy Fremier, Dan McElhinney, Stephen Maller, Jose Aguirre and Jon Tapping

ITEMS	TBPOC Decision/Direction
I. Preparatory Discussion <ul style="list-style-type: none"> This session was called to clarify the legal parameters for the next items to make sure the AB/Fluor and Kiewit teleconference discussions meet State Contract Act requirements. The TBPOC has to let the two potential bidders know that the conference call is a matter of public information. At the end of the teleconference, the nature of the call will be summarized from a State Contract Act perspective. 	<ul style="list-style-type: none"> The purpose of the call to the potential bidders is for the TBPOC to get a sense of the problem, and have the potential bidders expand on their concerns.

Part II

Participants for TBPOC: Will Kempton, John Barna, Steve Heminger, Andy Fremier, Stephen Maller, Jose Aguirre and Jon Tapping

Participants for Kiewit: Mike Phelps (Sr. VP), Paul Giuntini (Lead Estimator), Tom Skoro (Pacific Structure District Mgr), Steve Hansen (Offsite Mgr)

ITEMS	TBPOC Decision/Direction
II. Clarification of Bidder's Inquiry No. 267 <p><i>A. Introduction</i></p> <ul style="list-style-type: none"> After formal introductions of the conference participants, Director Kempton defined the purpose of the call which was to obtain from Kiewit an amplification of Bidder Inquiry No. 267, which he formally read. 	

ITEMS	TBPOC Decision/Direction
<ul style="list-style-type: none"> Director Kempton further stated the following: <ul style="list-style-type: none"> that matters discussed will be public information; that an amplification of this inquiry will be posted and answered accordingly through the bidder inquiry process; that the TBPOC will be talking to other potential bidders in a similar way. 	
<p><i>B. Amplification</i></p> <ul style="list-style-type: none"> Kiewit explained in-depth why they thought an additional six months needed to be added to the SAS contract in order for them to submit a responsive bid. <ul style="list-style-type: none"> They need more time to complete cable work. Their steel suppliers will not be able to deliver the fabricated steel under the current time frame. For Kiewit it is not a question of fabrication but of delivery. Kiewit cannot make the schedule without the 6 months added to the contract. If they can't make the required contract schedule, they will not submit a bid. 	<ul style="list-style-type: none"> Director Kempton stated that Kiewit has amplified their specific Bidder Inquiry to the satisfaction of the members of the TBPOC who will contemplate on their input. To satisfy legal requirements, he reiterated the formal statements he made at the beginning of the call. Bidder Inquiry No. 267 will be modified to reflect this amplification and any response will be published.

Part III

Participants for TBPOC: Will Kempton, John Barna, Steve Heminger, Andy Fremier, Stephen Maller, Jose Aguirre and Jon Tapping

Participants for AB/Flour: Bob Luffy (CEO & Pres.), Ron Crockett, VP – Special Projects for American Bridge; Pat Flaherty (Sr. VP - Infrastructure), David Parker (Dir, Bus Dev) for Fluor

ITEMS	TBPOC Decision/Direction
<p>II. Clarification of Bidder's Inquiry No. 262</p> <p><i>A. Introduction</i></p> <ul style="list-style-type: none"> Participants were introduced. Director Kempton formally read Bidder Inquiry No 262 and made it known that the purpose of the call was to obtain from AB/Flour an amplification of the bidder inquiry. 	

ITEMS	TBPOC Decision/Direction
<ul style="list-style-type: none"> • Director Kempton further stated the following: <ul style="list-style-type: none"> ◦ that anything discussed will be public information, ◦ that an amplification of this inquiry will be posted and answered accordingly through the bidder inquiry process. • Director Kempton then asked that AB/Fluor amplify Bidder Inquiry No. 262 with specific reference to schedule issues. (AB/Fluor requests a two-month bid date extension after all of the 7 issues in their inquiry have been addressed. Item no. 4 requests extending the milestone dates by an additional six months.) 	
<p><i>B. Amplification</i></p> <ul style="list-style-type: none"> • AB/Fluor addressed the 7 issues enumerated in their inquiry. <ul style="list-style-type: none"> ◦ Items 1, 2, 3 & 4 are not as critical as 5, 6 & 7. ◦ AB/Fluor requests a waiver of consequential damages and a limitation on damages. ◦ Caps on liability with regard to catastrophic property damages is requested due to the limited amount of insurance a contractor can buy. ◦ With steel supplier no longer on board they find themselves scrambling and needing additional time to line up sureties. ◦ They need time to secure more steel suppliers. ◦ AB/Fluor will not use suppliers unless they have passed Caltrans' pre-bid audits. They do not know how fast Caltrans can complete these audits for all suppliers who requesting them 	<ul style="list-style-type: none"> • Director Kempton thanked AB/Fluor for providing an expanded explanation of Bidder Inquiry No. 262. • Director Kempton re-stated what he said at the start of the teleconference: <ul style="list-style-type: none"> ◦ that what has transpired during the meeting is public information; ◦ that their amplified bidder inquiry will be posted for all other bidders to see; and ◦ that any response will be published using the typical bidder inquiry process.

Adjourned: 3:42 PM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date

JOHN F. BARNA, Jr. Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

MINUTES
TBPOC CONFERENCE CALL
January 13, 2006, 9:00 AM

Participants: Will Kempton, Steve Heminger, John Barna, Andy Fremier, Randy Iwasaki, Stephen Maller, Francis Chinn, Jose Aguirre and Jon Tapping

Convened: 9:06 AM

This is a follow-up meeting to the January 11 Teleconference during which amplification of Bidder Inquiries No. 262 and 267 was provided by potential bidders.

ITEMS	TBPOC Decision/Direction
<p>I. Practicality of Award in 30 Days</p> <ul style="list-style-type: none"> Acting Project Manager Jon Tapping indicated cautious optimism that the SAS contract can be awarded within 30 days of bid opening. 	<ul style="list-style-type: none"> The TBPOC approved changing the current 60-day award specification to a 30-day award specification. This will require an addendum to the SAS contract
<p>II. Request for Provisions</p> <ul style="list-style-type: none"> Caltrans Asst. Chief Counsel Jose Aguirre indicated that Caltrans has no authority - <ul style="list-style-type: none"> to provide a waiver of consequential damages; to provide a cap on Contractor's liability in the event of catastrophic property damage; or to agree that liquidated damages will be the sole remedy for failure to meet milestones. 	<ul style="list-style-type: none"> The TBPOC agreed to have counsel further investigate the issues of consequential damages and liability caps.
<p>III. Addendum Specifics (Language & Release Timing)</p>	<ul style="list-style-type: none"> TPBOC approved a 6 months SAS contract time extension.

Adjourned: 9:54 AM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date



Toll Bridge Program Oversight Committee

JOHN F. BARNA, Jr. Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

MINUTES
TBPOC CONFERENCE CALL
January 18, 2006, 3:30 PM

Participants: Will Kempton, Steve Heminger, John Barna, Andy Fremier, Randy Iwasaki, Rick Land, Stephen Maller, Jose Aguirre, Francis Chin, George Spanos, Mark Castillo, Leo Scott and Jon Tapping

Convened: 3:31 PM

The meeting was called to further discuss urgent SAS Contract issues and act on Bidder Inquiry Nos. 262 and 267.

ITEMS	TBPOC Decision/Direction
<p>I. Contract Issues</p> <ul style="list-style-type: none"> • Attorneys were asked for guidance on the possibility of acceding to the bidder request for the following: <ul style="list-style-type: none"> ○ waiver of consequential damages, ○ limitation on damages in the event of contractor termination or default, ○ limitation on contractor's liability for loss or damage to work cannot be granted legally. 	<ul style="list-style-type: none"> • There has been no change in legal position since the TBPOC met on this subject. These issues are not within the authority of Caltrans to grant legally.
<p>II. Bid Opening Extension</p>	<ul style="list-style-type: none"> • The bid opening date will be extended 60 days from date of notification to March 22, 2006. • To mitigate the overall delay, the bid review process for awarding the contract will be reduced from 60 to 30 days.
<p>III. Contract Work Days Extension</p>	<ul style="list-style-type: none"> • The contract work days will be extended 180 days.
<p>IV. Contract Work Days Buyback Incentive</p>	<ul style="list-style-type: none"> • A buyback incentive clause will be added to the contract to encourage early completion at \$50,000 a day for up to six months. • Additionally, to attract a bigger pool of bidders, the bid stipend for the 3 low responsive bidders will be increased from \$3M to \$5M.

ITEMS	TBPOC Decision/Direction
<p>V. Press Release</p> <ul style="list-style-type: none"> • The announcement should refer to the bidder inquiries received, and respond to the broader bidder community to attract a number of bidders. • Responses to Bidder Inquiries will be referred to Addendum 7 that will cover these changes, and which will be issued on Monday, January 23. 	<ul style="list-style-type: none"> • A press release and conference is the appropriate way of announcing these decisions. • Randy Iwasaki and Bart Ney to develop talking points and draft press release covering these decisions. • The press conference will Jan. 19, 2006 at 12:00 PM.

Adjourned: 4:30 PM

APPROVED BY:

WILL KEMPTON, Director
 California Department of Transportation

 Date

JOHN F. BARNA, Jr. Executive Director
 California Transportation Commission

 Date

STEVE HEMINGER, Executive Director
 Bay Area Toll Authority

 Date

MEETING MINUTES
January 19, 2006, 10:00 AM
Pier 7, Oakland, CA

Participants: Will Kempton, Steve Heminger, John Barna, and staff per sign-in sheet

Convened: 10:06 AM

Items	TBPOC Decision/Direction
1. Chair's Report <ul style="list-style-type: none"> Recent decisions on the SAS contract will be the subject of a press conference after the meeting. 	
2. Consent Calendar <ol style="list-style-type: none"> December 12, 2005 Meeting Minutes December 14, 2005 Conf. Call Minutes December 22, 2005 Conf. Call Minutes* December 29, 2005 Conf. Call Minutes* January 04, 2006 Conf. Call Minutes* <ul style="list-style-type: none"> The January 4, 2006 conference call minutes should be withdrawn to be revised to provide consistency with minutes from the other early January Conference Call Minutes. One TBPOC member was on vacation when the January 4, 2006 call was made. <ol style="list-style-type: none"> 2006 TBPOC Calendar 	<ul style="list-style-type: none"> Consent Calendar Items approved, excluding the January 4, 2006 Conference Call Minutes. In the future, all three members of the TBPOC are to be present, especially when subject matter similar to early January discussions are planned.
3. Monthly Progress Report <ol style="list-style-type: none"> January 2006 Progress Report (Draft) <ul style="list-style-type: none"> On target for February 1 issuance. 	<ul style="list-style-type: none"> The report should include an item about the Richmond-San Rafael Bridge finger-joint situation, acknowledging what has occurred and what is being done about it.
4. 4th Quarter Report, ending Dec. 31, 2005	<ul style="list-style-type: none"> The report should reflect information through the end of the quarter only. Changes occurring after the quarter should be indicated in the transmittal letter and in the appropriate Monthly Reports. Staff must ensure schedule data on graphs and corresponding tables match.

Items	TBPOC Decision/Direction
<p>5. SFOBB East Span SAS Contract</p> <p>a) Estimate Update</p> <ul style="list-style-type: none"> • An estimate review is being conducted to assess the impact of recent decisions on certain sensitive contract items. • The call-out number remains the same. • The narrative will mention a possible range. • The forecast update will be in chart format. <p>b) Outstanding Bidder Inquiries Update and Feedback</p> <ul style="list-style-type: none"> • There are a total of 278 Bidder Inquiries, 249 have been responded to and 29 are outstanding. <p>c) SAS Communications Plan</p> <ul style="list-style-type: none"> • Incorporate information from the January 18 conference call. • It is unlikely that Legislators will show up at a Legislative outreach. It was suggested that legislators be briefed selectively. <p>d) Press release for the Addendum</p>	<ul style="list-style-type: none"> • The TBPOC approved release of Addendum 7 on January 21, 2006 • The TBPOC agreed with the framework of the bid opening talking points and suggested focusing on 3 scenarios: 1) multiple bidders, 2) one bid, and 3) no bids. This document should help the TBPOC and staff present consistent information for each scenario and <ul style="list-style-type: none"> ○ State the call-out number remains unchanged; ○ Focus on the importance of increased competition; ○ State how effectively the partnership is engaged in the oversight effort; and ○ State that what is being done is not just for the local residents but also to satisfy the region's request for a safe, signature span. • The draft news release heading should be revised to read "Toll Bridge Program Oversight Committee Promotes Competition". • It should explain that more competition means lower price.

Items	TBPOC Decision/Direction
6. SFOBB East Span Skyway Contract <ol style="list-style-type: none"> a) Hinge Pipe Beam DRB Update <ul style="list-style-type: none"> • Work is progressing and a DRB finding is expected on January 31. b) Press event during Transition Structure Installation <ul style="list-style-type: none"> • In January, the Skyway Contractor will lift a large steel box section of the Skyway into place. It will provide a great opportunity to conduct a press event. 	<ul style="list-style-type: none"> • Approved proceeding with a Skyway press event.
7. West Approach Project <ol style="list-style-type: none"> a) Risk Management Review* <ul style="list-style-type: none"> • The TBPOC expressed reservations that the sale of excess right-of-way parcels is a realistic opportunity. • The exclusion of the East Loop from the budget will be the subject of another meeting. 	
8. New Benicia-Martinez Bridge Contract <ol style="list-style-type: none"> a) CCO 71 <ul style="list-style-type: none"> • This CCO which provides \$1.9M for the completion of electrical work. b) CCO 99 <ul style="list-style-type: none"> • This CCO which provides \$3.9M to complete Span 17 construction. 	<ul style="list-style-type: none"> • Both CCOs 71 and 99 were approved.
9. Antioch and Dumbarton Study <ol style="list-style-type: none"> a) Study Update <ul style="list-style-type: none"> • The TBPOC agreed with Caltrans' suggestion to conduct a value analysis study of the available geotechnical data and with BATA's commitment to identify funding to conduct the next, more detailed study. 	
10. TBPOC Meeting Preparation Policy and Procedures <ol style="list-style-type: none"> a) Meeting Attendance and Materials <ul style="list-style-type: none"> • This policy identifies the staff who will receive notification of, and materials for, the TBPOC Meetings. Final edits will be made this month and it will be presented for approval at the February TBPOC Meeting. 	

Items	TBPOC Decision/Direction
11. Status of Caltrans Toll Program Manager and East Span Project Manager Hiring <ul style="list-style-type: none"> The TBPOC members have been consulted and the internal Caltrans process is moving forward to make these hires. 	
12. Other Business <ol style="list-style-type: none"> BATA/Caltrans Co-Op Agreement <ul style="list-style-type: none"> The remaining issues are being worked out, so the agreement is not yet ready for approval. DVBE Outreach for East Span Post Construction Storm Water Treatment Contract <ul style="list-style-type: none"> Extending the advertisement period of this contract will make it possible to conduct a contractor outreach to potential bidders within the vicinity of the project that might not be aware of the opportunity afforded them by this contract. This extension will not impact the overall project schedule. TBPOC Meeting Follow-up External Communication <ul style="list-style-type: none"> Not discussed. 	<ul style="list-style-type: none"> The Addendum to change the bid opening date to March 8, 2006 and to incorporate changes to the contract was approved. (Please note that the final bid opening date is March 7, 2006 as of February 10, 2006.)
13. Next Meeting: February 23, 2006, 1:00 PM, Sacramento	

Adjourned: 12:16 PM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date

JOHN F. BARNA, Jr. Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

MINUTES
TBPOC CONFERENCE CALL
January 31, 2006, 4:30 PM

Participants: Will Kempton, Steve Heminger, John Barna, Andy Fremier, Randy Iwasaki, Stephen Maller, Jon Tapping, Rick Land, Harry Jarnagan, Ted Hall, Bijan Sartipi, Dan McElhinney, Brian Maroney, Judis Santos, Karen Wang.

Convened: 4:36 PM

ITEMS	ACTION/RESPONSE
<p>I. ADDENDUM STRATEGY</p> <p>A request was made to issue an addendum related to tower constructability and other improvements for the SFOBB SAS Contract.</p>	<ol style="list-style-type: none"> 1. TBPOC DENIED the request and indicated addendum #7 is the last addendum that will be issued. 2. Respond to bidder inquiry as necessary. Work with contractor as a CRIP or contract change order.
<p>II. JANUARY MONTHLY REPORT (request for approval)</p> <p>A request was made to approve the January Monthly report before Wednesday's (2/1/06) mailing date.</p>	<p>TBPOC APPROVED the January Monthly Report.</p>
<p>III. 4TH QUARTERLY REPORT (information)</p> <p>The 4th Quarterly Report was presented to the TBPOC for review and comment.</p>	<p>The following comments were made by the TBPOC:</p> <ol style="list-style-type: none"> 1. Reports need to reflect items that were presented to the TBPOC during the quarter's reporting period. 2. TBPOC approval of the report is to be scheduled around Feb. 8th, 9th or 10th. 3. Hard copy of report due to Legislature by Feb 14th. If necessary, an electronic copy of report may be submitted by the 14th with hard copy to follow. BATA to deliver report directly to Legislature.

Adjourned: 5:14 PM.

MINUTES
TBPOC CONFERENCE CALL
January 31, 2006, 4:30 PM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date

JOHN F. BARNA, Jr. Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

MINUTES
TBPOC CONFERENCE CALL
February 10, 2006, 1:30 PM

Participants: Will Kempton, Steve Heminger, John Barna, Andy Fremier, Randy Iwasaki, Stephen Maller, Jon Tapping, Tony Anziano, Rick Land, Francis Chin, Peter Lee, Harry Jarnagan, Bart Ney, Brian Maroney, Bijan Sartipi, Dan McElhinney, Judis Santos, Karen Wang.

Convened: 1:32 PM

ITEMS	ACTION/RESPONSE
<p>INTRODUCTIONS/ANNOUNCEMENTS</p> <p>Tony Anziano was officially announced as the Toll Bridge Program Manager with Brian Maroney, serving as the acting Deputy Program Manager until a permanent Deputy Program Manager is hired.</p> <p>Jon Tapping was recognized for his efforts in his role as the Interim SFOBB East Span Project Manager.</p>	
<p>I. PACIFIC CEMENT BACKGROUND AND TALKING POINTS (information)</p> <p>The Committee was presented with the Pacific Cement background, events to date and talking points.</p> <p>The Committee reviewed and provided comments on the talking points document.</p> <p>The committee discussed the option to issue a press release in near future. Details to be further discussed in a separate meeting.</p>	<p>1. Incorporate TBPOC's comments into the talking points document.</p>
<p>II. 4TH QUARTERLY REPORT (request for approval)</p> <p>A request was made to approve the 4th Quarterly Report.</p>	<p>1. TBPOC APPROVED the 4th Quarterly Report.</p> <p>2. TBPOC to sign cover letter by early Tuesday (Feb. 14).</p>

Adjourned: 2:15 PM.

MINUTES
TBPOC CONFERENCE CALL
February 10, 2006, 1:30 PM

APPROVED BY:

WILL KEMPTON, Director
California Department of Transportation

Date

JOHN F. BARNA, Jr. Executive Director
California Transportation Commission

Date

STEVE HEMINGER, Executive Director
Bay Area Toll Authority

Date

AGENDA ITEM 4

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Andrew Fremier, BATA Deputy Executive Director

RE: Agenda No. - 4

Item- Draft February 2006 Monthly Progress Report

Cost:

N/A

Schedule Impacts:

N/A

Recommendation:

BATA is requesting approval of the Draft February 2006 Monthly Progress Report.

Discussion:

BATA plans on presenting the Draft February 2006 Monthly Progress Report during the February 23rd TBPOC meeting.

Attachment(s):

Draft February 2006 Monthly Progress Report.



Toll Bridge Seismic Retrofit and Regional Measure 1 Programs

Monthly Progress Report February 2006

DRAFT

Toll Bridge Program Oversight Committee



Released: March 2006



Toll Bridge Seismic Retrofit and Regional Measure 1 Programs

Monthly Progress Report February 2006

Toll Bridge Program Oversight Committee



California Department of Transportation



Bay Area Toll Authority

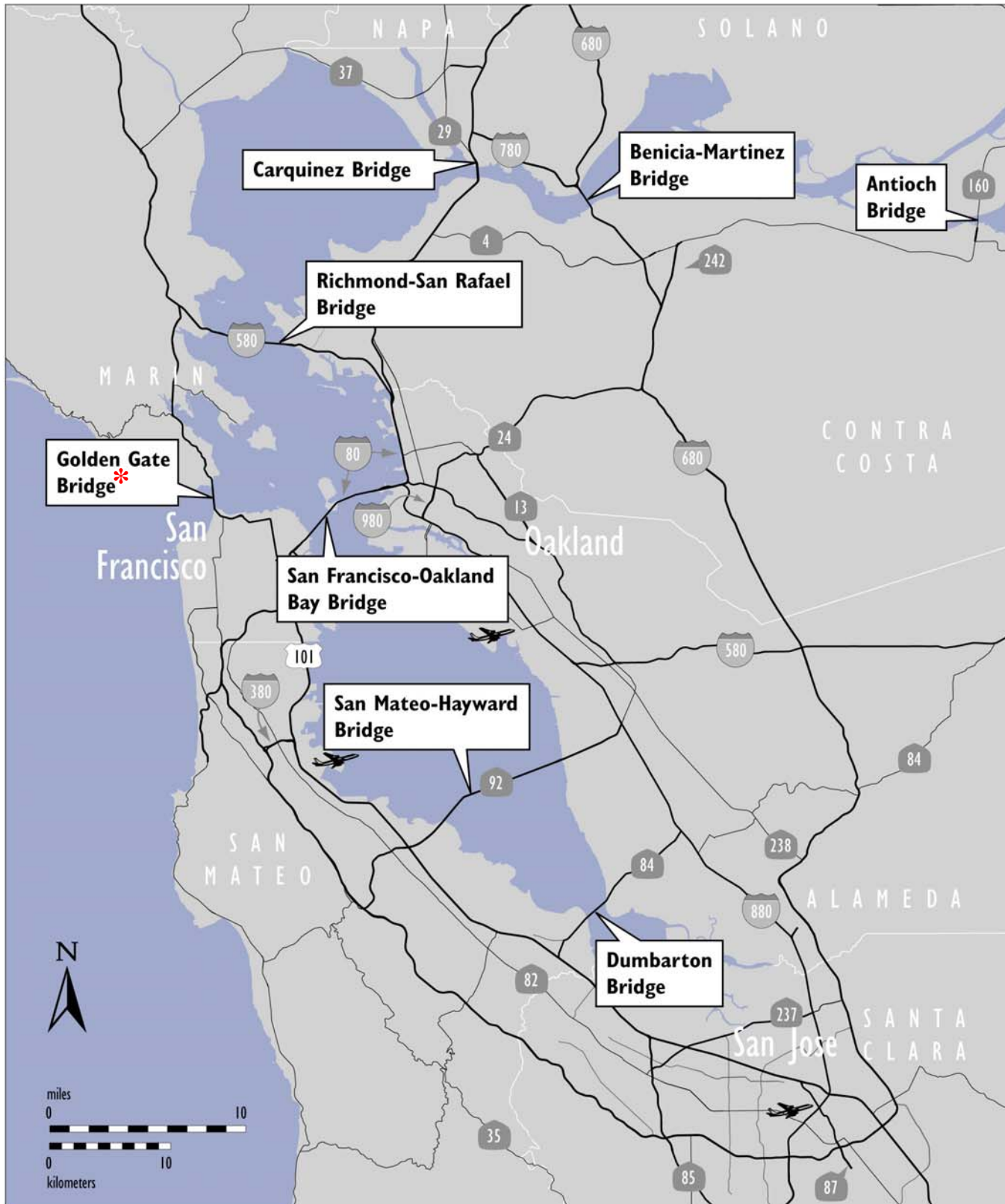


California Transportation Commission

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Toll Bridges of the San Francisco Bay Area



* Under the Jurisdiction of the Golden Gate Bridge, Highway and Transportation District

INTRODUCTION

In July 2005, Assembly Bill 144, Hancock (AB 144) created the Toll Bridge Project Oversight Committee (TBPOC) to implement a project oversight and project control process for the Benicia-Martinez Bridge project and the state toll bridge seismic retrofit program projects. Comprised of the Caltrans Director, the Bay Area Toll Authority (BATA) Executive Director and the Executive Director of the California Transportation Commission (CTC), the TBPOC's project oversight and control processes include but are not limited to reviewing bid specifications and documents, providing field staff to review ongoing costs, reviewing and approving significant change orders and claims in excess of \$1 million (as defined by the committee) and preparing project reports.

AB 144 identified the Toll Bridge Seismic Retrofit Program and the new Benicia-Martinez Bridge Project as under the direct oversight of the TBPOC. The Toll Bridge Seismic Retrofit Program includes:

Toll Bridge Seismic Retrofit Projects	Seismic Safety Status
San Francisco-Oakland Bay Bridge East Span Replacement	Construction
San Francisco-Oakland Bay Bridge West Approach Replacement	Construction
San Francisco-Oakland Bay Bridge West Span Seismic Retrofit	Complete
San Mateo-Hayward Bridge Seismic Retrofit	Complete
Richmond-San Rafael Bridge Seismic Retrofit	Complete
Eastbound Carquinez Bridge Seismic Retrofit	Complete
Benicia-Martinez Bridge Seismic Retrofit	Complete
San Diego-Coronado Bridge Seismic Retrofit	Complete
Vincent Thomas Bridge Seismic Retrofit	Complete

The new Benicia-Martinez Bridge is part of a larger program of toll-funded projects, called the Regional Measure 1 (RM1) Toll Bridge Program, under the responsibility of the BATA. While the rest of the projects in the RM1 program are not directly under the responsibility of the TBPOC, BATA and Caltrans (CT) will continue to report on their progress as an informational item. The RM1 program includes:

RM1 Projects	Open to Traffic Status
New Benicia-Martinez Bridge	Construction
1927 Carquinez Bridge Demolition	Construction
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	Design
Interstate 880/State Route 92 Interchange Reconstruction	Design
Richmond-San Rafael Bridge Trestle, Fender & Deck Joint Rehabilitation	Open
Westbound Carquinez Bridge Replacement	Open
San Mateo-Hayward Bridge Widening	Open
State Route 84 Bayfront Expressway Widening	Open
Richmond Parkway	Open

This report focuses on identifying critical project issues and monitoring project cost and schedule performance for the projects as measured against approved budgets and schedule milestones. This report is intended to fulfill Caltrans' requirement to provide monthly project progress reporting to the TBPOC under Section 30952.05 of the Streets and Highway Code.

EXECUTIVE SUMMARY

Toll Bridge Seismic Retrofit Program—Cost (\$Millions)

Project	Work Status	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance	Cost Status
a	b	c	d	e = c + d	f	g	h = g - e	i
SFOBB East Span Replacement Project								
Capital Outlay Support		959.4	-	959.4	398.1	977.1	17.7	●
Capital Outlay Construction								
Skyway	Construction	1,293.0	-	1,293.0	961.2	1,293.0	-	●
SAS Superstructure	Advertise	1,753.7	-	1,753.7	-	1,767.4	13.7	●
SAS E2/T1 Foundations	Construction	313.5	-	313.5	88.3	313.5	-	●
YBI Transition Structures	Design	299.3	-	299.3	-	318.4	19.1	●
Oakland Touchdown	Design	283.8	-	283.8	-	272.7	(11.1)	●
South/South Detour	Design/Const	131.9	-	131.9	30.0	133.8	1.9	●
Existing Bridge Demolition	Design	239.2	-	239.2	-	222.0	(17.2)	●
Stormwater Treatment Measures	Design	15.0	-	15.0	-	15.0	-	●
East Span Completed Projects		90.3	-	90.3	89.0	90.3	-	
Right-of-Way and Environmental Mitigation		72.4	-	72.4	38.7	72.4	-	●
Other Budgeted Capital		35.1	-	35.1	-	11.0	(24.1)	
Total SFOBB East Span Replacement Project		5,486.6	-	5,486.6	1,605.3	5,486.6	-	
SFOBB West Approach Replacement								
	Construction							●
Capital Outlay Support		120.0	-	120.0	71.2	120.0	-	
Capital Outlay Construction		309.0	-	309.0	178.4	309.0	-	
Total SFOBB West Approach Replacement		429.0	-	429.0	249.6	429.0	-	
Richmond-San Rafael Bridge Retrofit								
	Construction							●
Capital Outlay Support		134.0	-	134.0	122.6	127.0	(7.0)	
Capital Outlay Construction		780.0	-	780.0	666.4	698.0	(82.0)	
Total Richmond-San Rafael Bridge Retrofit		914.0	-	914.0	789.0	825.0	(89.0)	
Program Completed Projects								
	Complete							
Capital Outlay Support		219.8	-	219.8	219.4	219.8	-	
Capital Outlay Construction		705.6	-	705.6	697.9	705.6	-	
Total Program Completed Projects		925.4	-	925.4	917.3	925.4	-	
Miscellaneous Program Costs								
		30.0	-	30.0	25.1	30.0	-	
Program Contingency								
		900.0	-	900.0	-	989.0	89.0	
Total Toll Bridge Seismic Retrofit Program		8,685.0	-	8,685.0	3,586.3	8,685.0	-	

● Within Approved Current Schedule and Budget

● Potential Cost and Schedule Impacts: Possible future need for Program Contingency Allocation





● Known Cost and Schedule Impacts: Request for Program Contingency Allocation forthcoming

Note: Details may not sum to totals due to rounding effects.


Toll Bridge Seismic Retrofit Program—Schedule

Project	Project Complete AB 144 / SB 66 Baseline	Approved Changes (Months)	Current Schedule	Project Complete Forecast	Schedule Variance (Months)	Schedule Status	Remarks
a	b	c	d= b + c	e	f = e - d	g	h
SFOBB East Span Replacement Project							
Skyway	Apr 07	-	Apr 07	Apr 07	-	●	Fabrication issues concerning the Skyway hinge pipe beams could impact project schedule and budget. See page 10.
SAS E2/T1 Foundations	Jun 08	(3)	Mar 08	Mar 08	-	●	
SAS Superstructure	Mar 12	12	Mar 13	Sep 12	(6)	●	This contract is being re-advertised. Addendum #5 extends the completion schedule for the SAS by 6 months. Addendum #7 extends the SAS schedule by an additional 6 months. The forecast dates shown for the SAS contract and follow on East Span contracts includes an assumption of the contractor achieving the early SAS completion incentive. See pages 9, 14 and 15.
YBI Transition Structures	Nov 13	12	Nov 14	May 14	(6)	●	See SAS Superstructure remark.
Oakland Touchdown (OTD)	Nov 13	12	Nov 14	May 14	(6)	●	See SAS Superstructure remark.
• OTD Submarine Cable	n/a		Jul 07	Jul 07	-	●	
• OTD Westbound	n/a		Jul 09	Jul 09	-	●	
• OTD Eastbound	n/a		Nov 14	Mar 14	(6)	●	See SAS Superstructure remark.
YBI South/South Detour	Jul 07	-	Jul 07	Jul 07	-	●	Schedule is being assessed.
Existing Bridge Demolition	Sep 14	12	Sep 15	Mar 15	(6)	●	See SAS Superstructure remark.
Stormwater Treatment Measures	Mar 08	-	Mar 08	Jul 08	4	●	
Open to Traffic Date: West Bound	Sep 11	12	Sep 12	Mar 12	(6)	●	See SAS Superstructure remark.
Open to Traffic Date: East Bound	Sep 12	12	Sep 13	Mar 13	(6)	●	See SAS Superstructure remark.
SFOBB West Approach Replacement	Aug 09	-	Aug 09	Aug 09	-	●	
Richmond-San Rafael Bridge Retrofit	Aug 05	-	Aug 05	Oct 05	2	●	Seismic retrofit completed July 29, 2005. Formal acceptance of this contract on October 28, 2005.

Regional Measure 1 Program—Cost (\$Millions)

Project	Work Status	July 2005 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance	Cost Status
a	b	c	d	e = c + d	f	g	h = g - e	i
New Benicia-Martinez Bridge Project	Construction							
Capital Outlay Support		157.1	21.1	178.2	142.0	178.2	-	
Capital Outlay Construction		861.6	143.1	1,004.7	734.7	1,004.7	-	
Capital Outlay Right-of-Way		20.4	(0.1)	20.3	12.0	20.3	-	
Project Reserve		20.8	39.0	59.8	-	59.8	-	
Total New Benicia-Martinez Bridge Project		1,059.9	203.1	1,263.0	888.7	1,263.0	-	
Carquinez Bridge Replacement Project	Construction							
Capital Outlay Support		124.4	-	124.4	114.3	125.4	1.0	
Capital Outlay Construction		381.2	-	381.2	356.9	383.3	2.1	
Capital Outlay Right-of-Way		10.5	-	10.5	9.9	10.5	-	
Project Reserve		12.1	-	12.1	-	9.0	(3.1)	
Total Carquinez Bridge Replacement Project		528.2	-	528.2	481.1	528.2	-	
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	Design							
Capital Outlay Support		8.0	(3.5)	4.5	1.6	4.5	-	
Capital Outlay Construction		16.9	3.6	20.5	-	20.5	-	
Project Reserve		0.1	(0.1)	-	-	-	-	
Total Richmond-San Rafael Bridge Deck Overlay Rehabilitation		25.0	-	25.0	1.6	25.0	-	
I-880/SR-92 Interchange Reconstruction	Design							
Capital Outlay Support		28.8	-	28.8	26.3	43.2	14.4	
Capital Outlay Construction		94.8	-	94.8	-	119.0	24.2	
Capital Outlay Right-of-Way		9.9	-	9.9	7.3	13.0	3.1	
Project Reserve		0.3	-	0.3	-	11.1	10.8	
Total I-880/SR-92 Interchange Reconstruction		133.8	-	133.8	33.6	186.3	52.5	
Program Completed Projects	Complete							
Capital Outlay Support		54.0	-	54.0	53.8	55.5	1.5	
Capital Outlay Construction		307.6	-	307.6	289.5	296.8	(10.8)	
Capital Outlay Right-of-Way		1.5	-	1.5	0.5	0.6	(0.9)	
Project Reserve		1.8	-	1.8	0.2	0.7	(1.1)	
Total Program Completed Projects		364.9	-	364.9	344.0	353.6	(11.3)	
Total Regional Measure 1 Program		2,111.8	203.1	2,314.9	1,749.0	2,356.1	41.2	

 Within Approved Current Schedule and Budget

 Potential Cost and Schedule Impacts

 Known Cost and Schedule Impacts

Note: Details may not sum to totals due to rounding effects.

Regional Measure 1 Program—Schedule

Project	Project Complete Baseline	Approved Changes (Months)	Current Schedule	Project Complete Forecast	Schedule Variance (Months)	Schedule Status	Remarks
a	b	c	d = b + c	e	f = e - b	g	h
New Benicia-Martinez Bridge Project							
• New Benicia-Martinez Bridge	Dec 07	-	Dec 07	Oct 07	(2)	●	Forecast date shown assumes achievement of early completion incentive
• I-680/I-780 Interchange Replacement	Dec 07	-	Dec 07	Feb 08	2	●	
• Open to Traffic Date	Dec 07	-	Dec 07	Dec 07	-	●	
1927 Carquinez Bridge Demolition Project	Dec 07	-	Dec 07	Sep 07	(3)	●	
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	Jan 07	-	Jan 07	Jan 07	-	●	Staff has reviewed the project estimate. See page 43.
I-880/SR-92 Interchange Reconstruction	Nov 10	-	Nov 10	Dec 10	1	●	Environmental clearance issues have impacted the cost/schedule for this project. See page 44.

Highlight of Project/Program Activities and Changes for January 2006

Toll Bridge Seismic Retrofit Program

- ◆ Staff is conducting planning for future contracts based on the assumption that the SAS early completion incentive provided in Addendum #7 is achieved by the contractor. See page 9.
- ◆ The Dispute Resolution Board (DRB) decision concerning the Hinge Pipe Beam fabrication issues on the Skyway contract was released on January 26, 2006 in a unanimous vote in favor of the contractor. The impact of this decision is being evaluated. See page 11.
- ◆ Caltrans has reviewed and approved the revised restart schedule submitted by KFM on the SAS E2/T1 Foundations contract. See page 16.
- ◆ Bid opening for the Stormwater Treatment Measure contract has been rescheduled to March 7, 2006 to allow for a contractor DVBE outreach effort. See page 20.
- ◆ The Plans, Specifications and Estimate (PSE) package for the Richmond-San Rafael Bridge Public Access Lot has been submitted to the District Office Engineer for review. See page 27.

Regional Measure 1 Program

- ◆ On the Benicia-Martinez Bridge Toll Plaza and Administration Building contract, a hearing with the DRB to review Notice of Potential Change (NOPC) #39 concerning Liquidated Damages has been postponed indefinitely. See page 39.
- ◆ On the 1927 Carquinez Bridge Demolition contract, the resumption of suspended demolition work depends on the approval of a modified demolition plan that has been submitted by the contractor, and which is currently being reviewed. See page 40.



PROJECT / CONTRACT REPORTS

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Summary

- Skyway Contract
- Self-Anchored Suspension (SAS) Superstructure Contract
- Self-Anchored Suspension (SAS) E2/T1 Foundation Contract
- Yerba Buena Island (YBI) South/South Detour Contract
- Other Major Contracts in Design
- Other Contracts and Related Project Work

San Francisco-Oakland Bay Bridge (SFOBB) West Approach Replacement Project

Richmond-San Rafael Bridge Seismic Retrofit Project

Other Completed Seismic Retrofit Projects

Toll Bridge Seismic Retrofit Program

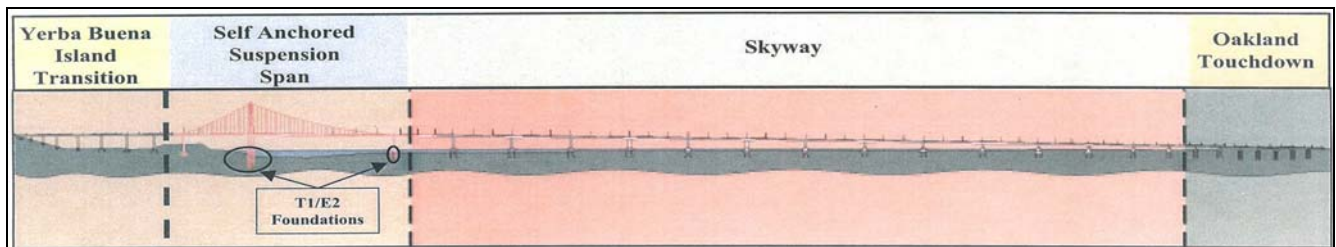
San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Summary

Project Description: The East Span will be seismically retrofitted through the complete replacement of the existing span. The remaining effort for this project consists of the following contracts: Skyway—construction of two parallel concrete structures, each approximately 1.3 miles in length; Self-Anchored Suspension (SAS) Foundation—construction of SAS marine foundations; SAS Superstructure—construction of a self-anchored 385-meter main span superstructure incorporating a 160-meter fabricated structural steel tower with a main cable and inclined suspenders that will support steel orthotropic decks; Yerba Buena Island (YBI) South/South Detour—design and construction of a temporary double-deck bypass structure that will detour traffic to the existing SFOBB while completing the westerly permanent tie-in structure of the new East Span at Yerba Buena Island; YBI Structures—construction of a new structure connecting the western end of the self-anchored suspension to the Yerba Buena Island viaduct, which will be retrofitted; Oakland Touchdown—at the Oakland end of the East Span, construction of two parallel, cast-in-place post-tensioned concrete viaducts, which join the skyway to the at-grade Oakland approach fill; and Existing Bridge Demolition—demolition of the existing 1936 SFOBB East Span structure after the construction and placement of traffic onto the new East Span.

SFOBB East Span Replacement Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at * Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	959.4	-	959.4	398.1	977.1	17.7
Capital Outlay Construction	-	-	-	-	-	-
Skyway	1,293.0	-	1,293.0	961.2	1,293.0	-
SAS Superstructure	1,753.7	-	1,753.7	-	1,767.4	13.7
SAS E2/T1 Foundations	313.5	-	313.5	88.3	313.5	-
YBI Structures	299.3	-	299.3	-	318.4	19.1
Oakland Touchdown	283.8	-	283.8	-	272.7	(11.1)
YBI South/South Detour	131.9	-	131.9	30.0	133.8	1.9
Existing Bridge Demolition	239.2	-	239.2	-	222.0	(17.2)
Stormwater Treatment Measures	15.0	-	15.0	-	15.0	-
East Span Completed Projects	90.3	-	90.3	89.0	90.3	-
Right-of-Way and Environmental Mitigation	72.4	-	72.4	38.7	72.4	-
Other Budgeted Capital	35.1	-	35.1	-	11.0	(24.1)
TOTAL	5,486.6	-	5,486.6	1,605.3	5,486.6	-

Note: Details may not sum to totals due to rounding effects.



SFOBB East Span Replacement Project

SFOBB East Span Replacement Schedule Summary

Contract	AB 144/SB 66 Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
Skyway	April 2007	-	April 2007	April 2007	-
YBI South / South Detour*	July 2007	-	July 2007	July 2007	-
Stormwater Treatment Measures	March 2008	-	March 2008	July 2008	4
SAS E2/T1 Foundations	June 2008	(3)	March 2008	March 2008	-
Open to Traffic: West Bound	September 2011	12	September 2012	March 2012	(6)
SAS Superstructure	March 2012	12	March 2013	September 2012	(6)
Open to Traffic: East Bound	September 2012	12	September 2013	March 2013	(6)
Oakland Touchdown*	November 2013	12	November 2014	May 2014	(6)
YBI Transition Structure*	November 2013	12	November 2014	May 2014	(6)
Existing Bridge Demolition*	September 2014	12	September 2015	March 2015	(6)

* Contract schedules being further assessed due to changes in SAS schedule.

Project Status: Construction is currently ongoing on the Skyway and the YBI South/South Detour contracts. The SAS E2/T1 Foundation contract has been restarted and the SAS Superstructure contract has been re-advertised. Caltrans issued Addendum #7 to the SAS contract in January 2006. See the following contract detail pages for more information.

Given that Addenda #5, issued in December 2005, and #7, issued in January 2006, extended the SAS contract by a total of 12 months in response to bidder inquiries, and to attract more bids and decrease project costs, there has been a like impact to the West Bound and East Bound Open to Traffic dates. This 12-month delay to the east bound traffic date on the SAS Superstructure has likewise posed a 12-month delay to the completion of the Oakland Touchdown, YBI Transition Structure and the Existing Bridge Demolition contracts. Certain work scopes for all of these contracts cannot commence until east bound traffic has been placed onto the new span. This assessment of East Span corridor impact does not account for the effect of the early completion incentive that was also part of Addendum #7. Currently, planning of the future contracts is based on the assumption that the SAS early completion is achieved. This is done to ensure that these future contracts do not impact bridge opening if the SAS contractor achieves early completion. Addendum #7 also revised the SAS contract bid opening date to March 22, 2006.

Project Issues: The results of the preliminary SAS and E2-T1 contract quantitative schedule risk analysis indicate that there is approximately an eighty percent probability that the SAS contract date of completion may be extended (whether by contractor, third party, weather, owner, or other excusable delay) by up to 21 months from the AB 144 / SB 66 schedule. It should be noted that this preliminary probabilistic schedule analysis does not consider many of the schedule risk responses subsequently identified and implemented, such as implementation of the fabrication action and solution team (FAST), and ongoing SAS contract addenda enhancements. Moreover, about half of the contract extension potential relates to the submission and review of tower shop drawings, and the fabrication and delivery of the lower tower sections. Contentious issues regarding quality and code interpretations may arise during review of shop drawings. There is considerable welding involved in the fabrication of the tower sections, giving rise to possible issues due to tight tolerances and different interpretations of welding codes and welding sequences. While these delay potentials exist now, there are risk responses such as FAST, the campus concept for integrating supplier/fabricator/Caltrans teams, and a review of the COS resources that can mitigate many of the delay-causing possibilities. As these responses will be implemented, their effectiveness in reducing the delay risks will be reassessed, and the schedule delay risk will be adjusted accordingly. Caltrans and TBPOC are and will be taking affirmative actions to mitigate any potential issues that may lead to schedule delays as described in the risk management plan.

Recent TBPOC Actions: In January 2006, the TBPOC approved Addendum #7 to the SAS bid documents. See the following contract detail pages for more information.

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► SKYWAY CONTRACT

Contract Description: The Skyway contract constructs two parallel pre-cast concrete approach spans from Oakland to the self-anchored suspension span near Yerba Buena Island.

Skyway Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
East Span - Skyway						
Capital Outlay Support	197.0	-	197.0	119.9	197.0	-
Capital Outlay Construction	1,293.0	-	1,293.0	961.2	1,293.0	-
TOTAL	1,490.0	-	1,490.0	1,081.1	1,490.0	-

Note: Details may not sum to totals due to rounding effects.

Skyway Schedule Summary

Contract	AB144 / SB66 Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
East Span - Skyway	April 2007	-	April 2007	April 2007	-

Contract Status: The Skyway contract is currently in construction and is **85%** complete as of January 20, 2006. The Foundation work is complete with the exception of installing Fenders around six of the pier footings. The Fender work began in late January 2006 and is scheduled to be completed by September 2006. The last remaining pier column was completed in late December 2005. The Pier Tables are **86%** complete with the last remaining **four** Pier Tables in various stages of construction. Completion of the Pier Tables is scheduled for June 2006. Segment erection is currently **68%** complete. The Eastbound structure is 96% complete with only 10 segments remaining to be completed, while the Westbound structure is **43%** complete with **128** segments remaining to be erected. Erection activities are currently at Pier E9W and Pier E10W. **The Hinge "BE" Pipe Beams were delivered on February 14, 2006.** The eastbound Orthotropic Box Girder arrived on site on January 23, 2006 and **its erection was performed on February 7 & 8, 2006.** Bike Path cantilever beams continue to be installed with **82%** complete, and the installation of the panel segments is currently **16%** complete. The Stockton pre-cast yard continues to maintain their steady pace of casting one concrete bridge segment every two to three days in each of the two casting beds or roughly 5 segments per week. Currently, **420** of 452 segments or **93%** have been cast with the remaining **32** segments scheduled to be complete by June 2006. A total of **314** segments (**69%**) have been installed to date.

Contract Issues:

Issue	Mitigating Action
KFM issued 11 NOPC's on behalf of USI for welding issues related to the fabrication of the Steel Orthotropic Box Girders (SOBG).	USI continues fabrication of the SOBG with continued inspection by the Department. All NOPC's filed were recommended to be heard by the DRB, with the first three issues scheduled for March 2006.
A schedule delay is currently projected by the contractor due to issues with the fabrication of the hinge pipe beams that connect the major frames of the bridge.	<p>While Caltrans is evaluating the contractor's fabrication methodology for the pipe beams, the contractor is currently mitigating the schedule delays by resequencing segment erection activities. The projected delay to the Skyway project is not expected to delay the overall open-to-traffic date for the East Span Replacement project.</p> <p>NOPC #11, regarding the Hinge Pipe Beam issues was heard by the Dispute Resolution Board (DRB) in November and December with two, two-day hearings. The Board's decision was released on January 26, 2006, in an unanimous 3-0 vote for the contractor. Its impact is being evaluated by Caltrans and the TBPOC.</p>

Recent TBPOC Actions: None.

Contract Photographs

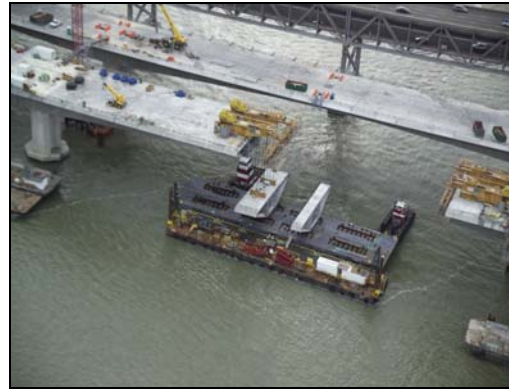
Arrival of orthotropic box girder at the project site



Preparation for installation of the steel orthotropic box girder at the west end of the Skyway

Contract Photographs cont.

Installation of precast concrete segment at the Westbound Skyway 1



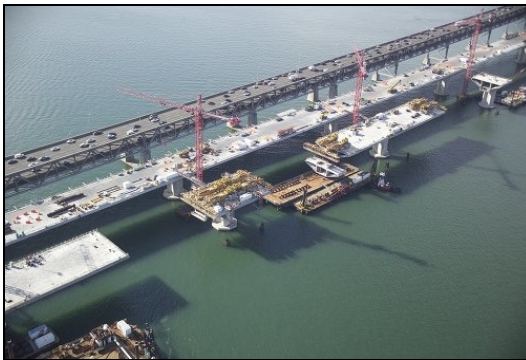
Installation of precast concrete segment at the Westbound Skyway 2



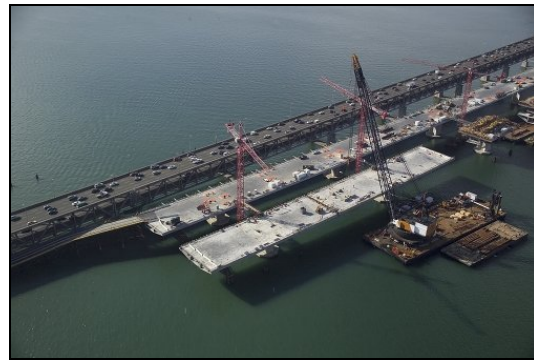
Skyway Hinge Pipe Beam



Installation of the bike path steel panels at the Eastbound Skyway

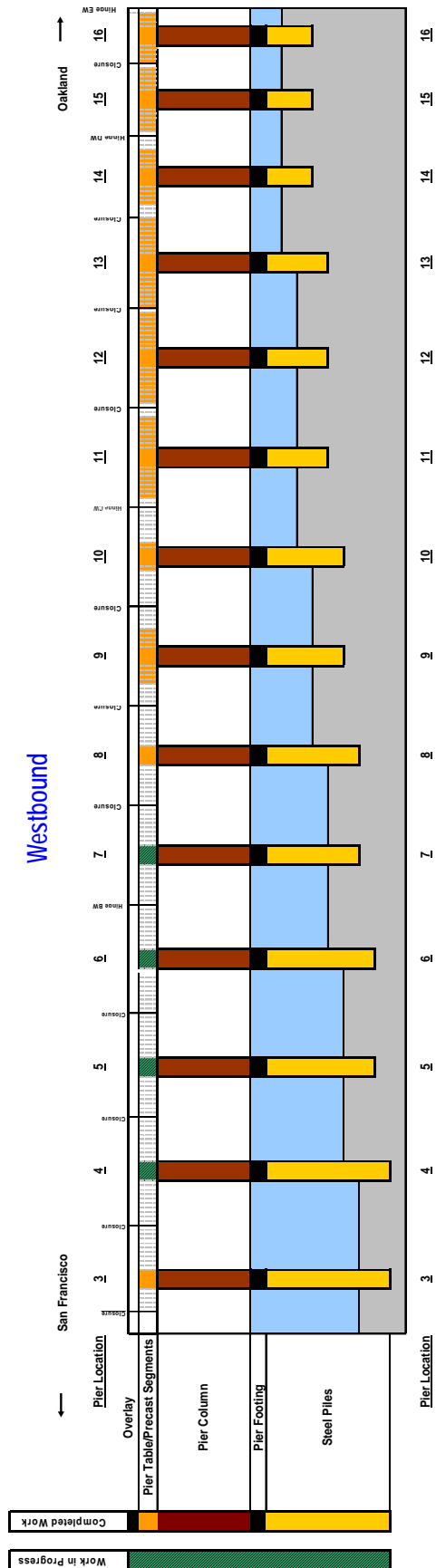
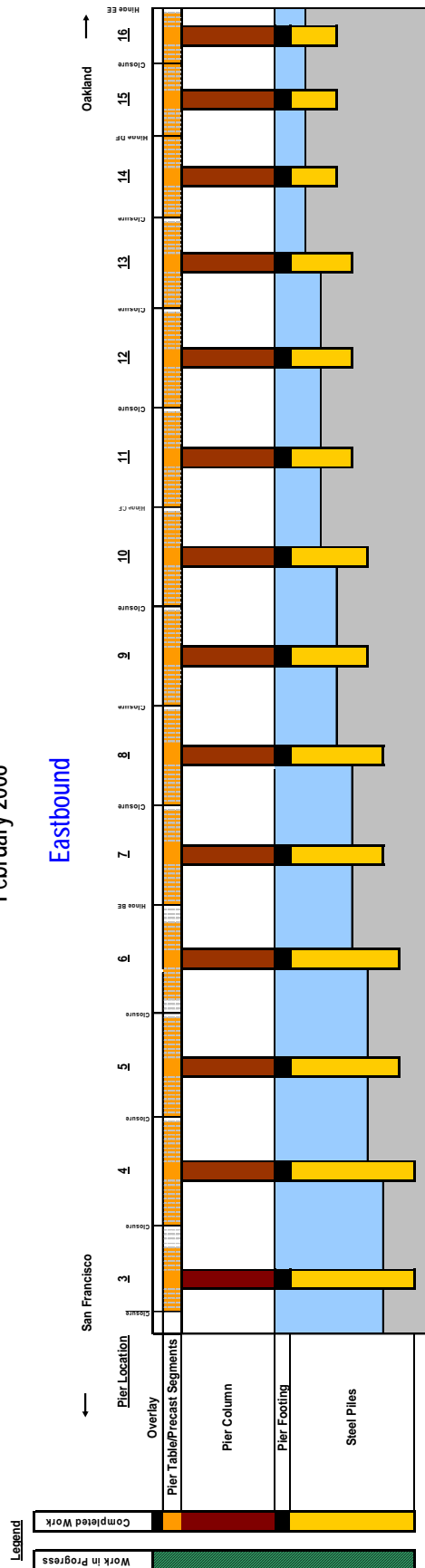


Aerial View of East-bound - West-bound Roadway Section (looking west)



Aerial View of Pier 15 & 16

San Francisco-Oakland Bay Bridge East Span Replacement Project - Skyway Contract February 2006



Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► SELF-ANCHORED SUSPENSION (SAS) SUPERSTRUCTURE CONTRACT

Contract Description: The Self-Anchored Suspension (SAS) Superstructure contract constructs a signature tower span between the skyway and the Yerba Buena Island transition structure. Work on the SAS bridge has been split between three contracts—the SAS Superstructure (in advertisement), the SAS E2/T1 Foundation (under construction), and the SAS W2 Foundation (completed).

SAS Superstructure Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
East Span - SAS Superstructure						
Capital Outlay Support	214.6	-	214.6	16.6	214.6	-
Capital Outlay Construction	1,753.7	-	1,753.7	-	1,767.4	13.7
TOTAL	1,968.3	-	1,968.3	16.6	1,982.0	13.7

Note: Details may not sum to totals due to rounding effects.

SAS Superstructure Schedule Summary

Contract	AB 144 / SB66 Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
East Span - SAS Superstructure	March 2012	12	March 2013	September 2012	(6)

Contract Status: The SAS Superstructure Contract was re-advertised on August 1, 2005. Bid opening is scheduled for February 1, 2006. Two outreach sessions were held during August, 2005. A Contractor/Fabricator/Supplier meeting was held on September 23, 2005. A final outreach meeting for potential bidders was held on November 30, 2005. As of January 27, 2006, Caltrans has evaluated and responded to 260 contractor inquiries out of a total of 290 received.

At the direction of the TBPOC, Addendum #7 was issued by Caltrans on January 23, 2006. The major revisions included in the Addendum #7 are as follows:

- ◆ The bid opening date for the SAS contract has been extended from February 1, 2006 to March 22, 2006 to allow contract bidders more time to better prepare bids and develop their construction teams. To help mitigate some of this extended time Caltrans will reduce its bid review process from 60 days to 30 days for awarding the contract. The award date will be April 21, 2006 with a resulting overall delay of 20 days.
- ◆ 180 days has been added to the current SAS contract to accommodate for the time bidders have requested to produce and approve engineering drawings, full scale models and to address steel fabrication and delivery timeframes. A six-month, \$50,000 per day incentive clause has been added to

the contract to reward and encourage the contractor to save time. As a result, the projected open-to-traffic dates for the new East Span are September 2012 for westbound direction and September 2013 for the eastbound direction.

- ◆ The stipend offered to contractors submitting responsive bids has been raised to \$5 million to be awarded to the top three bidders, which makes submitting a bid more inviting by compensating contractors for extensive bid preparation work.

The TBPOC has determined that one of the biggest risks to the cost of the project is the potential of not having competition from multiple bidders. Therefore, based on requests from potential bidders, the revisions incorporated into Addendum #7 are intended to increase competition and lower project costs.

The estimate-at-completion forecast for the project is being re-evaluated to reflect recent TBPOC direction.

Contract Issues:

Issue	Mitigating Action
Caltrans' Risk Management evaluation of the project identified the potential lack of bidder competition as the greatest risk to maintaining project cost and schedule.	To increase number of bidders, the TBPOC has approved actions to de-federalize the SAS contract, revise the Cost Reduction Incentive Program (CRIP) to be more financially advantageous to contractors, increase the bidder's stipend to \$5 million to the lowest three responsive bidders, and hold additional contractor outreach sessions. Extend bid time and extend contract duration.

Recent TBPOC Actions: In December 2005, the TBPOC approved Addendum #5 for the SAS Contract, which extended the completion schedule for the project by 6 months and provided for contractor access from the Oakland Mole via Westbound OTD and Skyway. Addendum #5 was issued by Caltrans on December 21, 2005. Also, in December 2005, the TBPOC approved Addendum #6 which consisted of various specification changes. In January 2006, the TBPOC approved Addendum #7, as discussed on pages 9, 12, and 13.

Contract Photographs



SAS Superstructure Artist Rendition



View of the Western end of the Skyway contract that will connect with the future SAS contract.

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► SELF-ANCHORED SUSPENSION (SAS) E2/T1 FOUNDATIONS CONTRACT

Contract Description: The Self-Anchored Suspension (SAS) E2/T1 Foundation contract constructs the main tower foundation at T1 and the adjacent east foundation at E2.

SAS E2/T1 Foundation Cost Summary (\$ Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion *	Variance
a	b	c	d = b + c	e	f	g = f - d
East Span - SAS E2 / T1 Foundations						
Capital Outlay Support	52.5	-	52.5	7.6	52.5	-
Capital Outlay Construction	313.5	-	313.5	88.3	313.5	-
TOTAL	366.0	-	366.0	95.9	366.0	-

Note: Details may not sum to totals due to rounding effects.

SAS E2/T1 Foundation Schedule Summary

Contract	AB 144 / SB66 Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
East Span - SAS E2 / T1 Foundations	June 2008	(3)	March 2008	March 2008	-

Contract Status: Work on the project was suspended in January 2005. Approximately 29% of the work on the project was completed prior to the suspension of work. Most of the completed work was the fabrication of steel piles. The original contract cost for the project was \$177 million. On July 29, 2005, Caltrans notified the contractor to restart the work on the project. The proposal for the revised schedule was received from the contractor on September 23, 2005. The contractor has signed a change order involving contract changes and compensation for the suspension and re-start of work. Contractor has set the steel template for the piling for the T1 foundation and is continuing with field preparations for the restart work. Construction of stairs for access from YBI to the trestle leading to the T1 foundation is completed. Template installation at T1 is complete. Installation of temporary casings at T1 started on January 30, 2006. Steel fabrication for E2/T1 piles and footing boxes continue at fabrication facilities. The Department reviewed and accepted KFM's revised restart schedule.

Contract Issues:

Issue	Mitigating Action
Gaining firm commitment dates for cost-effective steel delivery from suppliers as part of E2/T1 Foundations restart is critical to resuming work.	Contractor submitted a January Schedule Update. Steel for E2/T1 piles and footing boxes continue at fabrication facilities.

Recent TBPOC Actions: In November 2005, the TBPOC approved CCO #29 concerning the restart of work on this contract. This executed CCO added \$81 million in cost (within the contract budget) and reduced the contract schedule by 3 months. The CCO also provides for an early completion bonus for up to 3 months.

Project Photographs



Installation of Temporary Steel Casings for SAS Tower (T1) 1



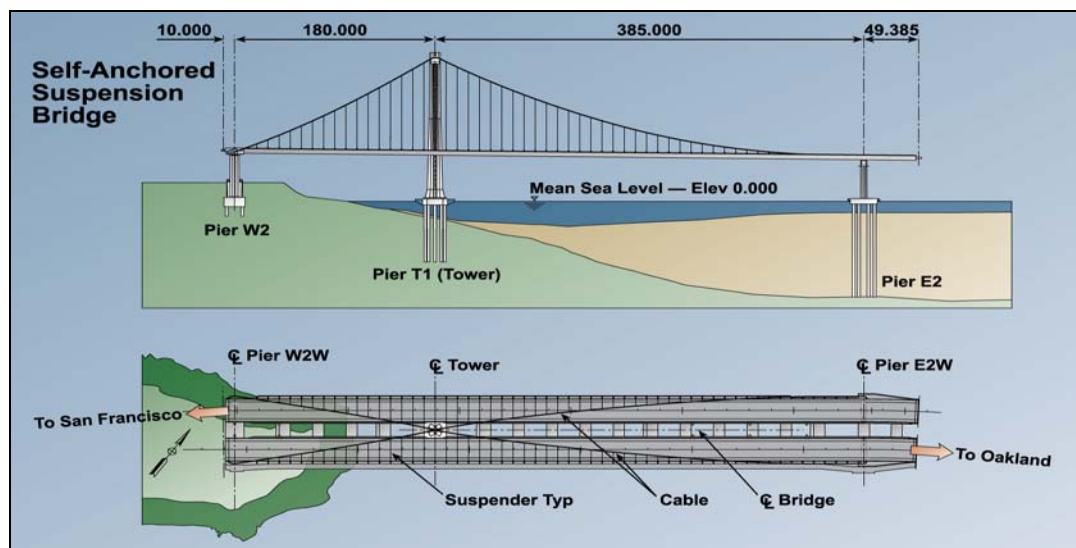
Installation of Temporary Steel Casings for SAS Tower (T1) 2



Pile Template for the T1 foundation viewed from YBI



T1 Template as seen from Pier 1 Treasure Island



Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► YERBA BUENA ISLAND (YBI) SOUTH/SOUTH DETOUR CONTRACT

Contract Description: The Yerba Buena Island (YBI) South/South Detour Contract constructs a temporary detour from the YBI tunnel to the existing east span of the Bay Bridge. This detour maintains traffic on the existing bridge while the YBI Transition Structure Contract completes the tie-in from the SAS to the existing tunnel.

YBI South/South Detour Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
YBI South/South Detour						
Capital Outlay Support	29.5	-	29.5	13.9	29.5	-
Capital Outlay Construction	131.9	-	131.9	30.0	131.9	-
TOTAL	161.4	-	161.4	43.9	161.4	-

Note: Details may not sum to totals due to rounding effects.

YBI South/South Detour Schedule Summary

Contract	AB 144 / SB66 Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
YBI South / South Detour *	July 2007	-	July 2007	July 2007	-

* Contract schedule under assessment. See Contract Issues below.

Contract Status: The contract is 36% complete as of January 20, 2006. To minimize impacts on the traveling public, portions of the East and West Tie-in operations remain suspended with the exception of the work in the vicinity of Southgate road. The contract is performance based, whereby the contractor is responsible for both designing and constructing the detour structures. The contractor has formed and poured columns at Bents 48 and 49 and continues to cast column segments at Bents 50R, 51L & 51R. Review and comment continues on the submitted final design packages of the viaduct and working toward the resolution of outstanding design issues. Caltrans is reviewing final East Tie-In (ETI) design package.

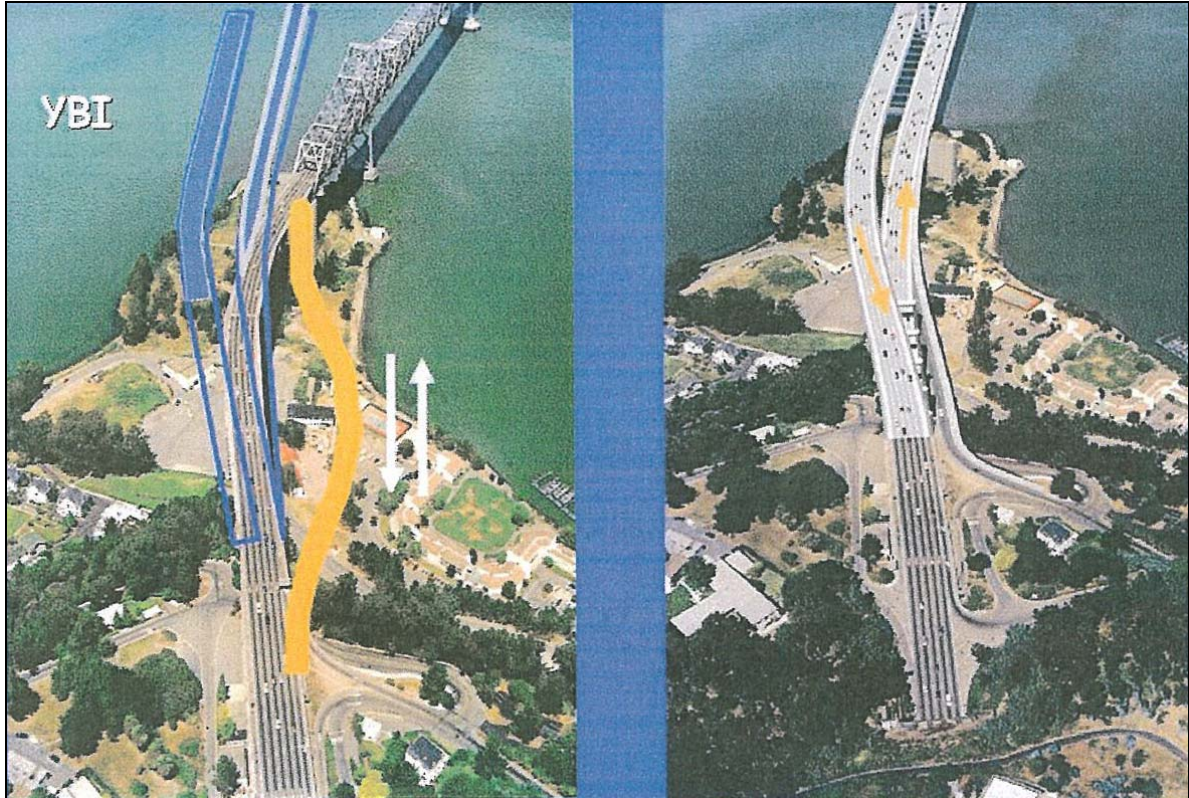
Caltrans is forecasting a \$1.9 million increase in cost for the South/South Detour contract due to an extension of the contract to integrate with the schedule of the re-advertised SAS contract. See Contract Issues below.

Contract Issues:

Issue	Mitigating Action
Delay to the SAS contract due to re-advertising and Addenda #5 and #7 to the SAS contract has impacts on the South/South Detour Contract.	CCO #24 included a contract time extension to July 1, 2007 in order to align the schedule for this contract with the schedule requirements on the SAS contract. As a result of the SAS completion being extended by 12 months due to Addenda #5 and #7, impact and mitigation options for this Contract are being evaluated.

Recent TBPOC Actions: In December 2005 the TBPOC approved CCO #24 which provided a time extension to the contract along with compensation for time related overhead made necessary by changes to the SAS contract schedule. Total cost for this CCO is \$7 million. Total time added to the schedule is 381 days. Note that the Baseline Contract Completion Date shown above already accounts for the impact of this CCO.

Contract Photographs



Temporary Bypass Structure (in yellow)



Column construction for the viaduct portion of the Temporary Bypass Structure (TBS)



Construction of Bent 50 columns for the viaduct portion of the Temporary Bypass Structure (TBS)

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► OTHER MAJOR CONTRACTS IN DESIGN

Contract Description: Caltrans is currently designing a number of other major construction contracts that will be necessary prior to opening the new east span, including the Oakland Touchdown and the YBI Transition Structure. Following opening of the new bridge, the existing bridge will be removed with the Bridge Demolition contract.

Other Major Contracts Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
A	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	238.8	-	238.8	31.2	256.5	17.7
Capital Outlay Construction						-
YBI Transition Structure	299.3	-	299.3	-	318.4	19.1
Oakland Touchdown	283.8	-	283.8	-	272.7	(11.1)
Existing Bridge Demolition	239.2	-	239.2	-	222.0	(17.2)
Stormwater Treatment Measures	15.0	-	15.0	-	15.0	-
Total Capital Outlay Construction	837.3	-	837.3	-	828.1	(9.2)
TOTAL	1,076.1	-	1,076.1	31.2	1,084.6	8.5

Note: Details may not sum to totals due to rounding effects.

Other Major Contracts Schedule Summary

Project	AB144 / SB 66 Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)	Dsn% Comp.
Stormwater Treatment Measures	March 2008	-	March 2008	July 2008	4	100
YBI Transition Structure	November 2013	12	November 2014	May 2014	(6)	80
Oakland Touchdown	November 2013	12	November 2014	May 2014	(6)	TBD
Existing Bridge Demolition	September 2014	12	September 2015	March 2015	(6)	10

Contract Status:

Stormwater Treatment Measures: This contract to implement best practices for stormwater runoff treatment was advertised on January 9, 2006. Bid opening has been rescheduled to March 7, 2006 to allow for a contractor DVBE outreach.

Oakland Touchdown: The TBPOC authorized Caltrans to split the Oakland Touchdown project into multiple contracts to accelerate work and to reduce the risk of any of this work impacting the critical path for the project. The first contract would construct all the marine foundation work and west-bound approach work earlier to keep the work off the project's critical path and is forecast to be complete in July 2009. The second contract would construct the remaining east-bound approach when west-bound traffic is shifted onto the new SAS and is forecast to be complete in November 2014. The third contract would replace the existing submarine electrical cable from Oakland to Treasure Island and it is forecast to be completed in July 2007. It will be the first to be

constructed to avoid possible construction conflicts. The fourth contract would incorporate most of the electrical elements from OTD as well as from other segments of the East Span into a single contract and is currently being scoped. Due to the split, the capital outlay forecast for this work has been reduced from \$283.8 million to \$272.7 million, saving \$11.1 million. However, the capital outlay support for the contract was increased to cover the additional work to split the contract and to administer four separate contracts over a longer duration rather than the original single contract. This COS impact is estimated at \$17.7 million, and includes engineering, support and administration costs. Currently, the adjustments can be funded from contingencies in Other Budgeted Capital. Caltrans recently issued for review 95% Plans, Specifications, Engineer's Estimate (PSE) documents for the Relocation of the Existing Submarine Cable. As a result of extending the SAS contract duration by 12 months, the Oakland Touchdown completion date has been extended by 12 months.

YBI Transition Structure: This contract is currently being designed by Caltrans. Caltrans has also initiated a value analysis effort on the project to evaluate the current design. Recent changes in the SAS contract, including the elimination of the completion milestone for the W2 cap beam and the 12-month extension to overall SAS completion, may affect the packaging and phasing options for the YBI Transition Structure contract. As part of an ongoing cost review process, Caltrans is reporting a \$19.1 million increase in the Estimate at Completion amounts for the contract. Most of the cost increase is due to a higher estimate for electrical work and escalation cost due to the changed schedule. Currently, these charges can be funded from contingencies in Other Budgeted Capital. The contract schedule completion date has been extended by 12 months due to a 12-month delay to the East Bound Open to Traffic date caused by the impact to the SAS contract completion due to SAS Addenda #5 and #7.

Bridge Demolition: Design is 10% complete and currently on hold. Caltrans recent budget estimates reduce the budget for the demolition work by \$17.2 million due to a re-evaluation of the cost escalation rates. The contract schedule completion date has been extended by 12 months due to a 12-month SAS contract extension.

Recent TBPOC Actions: Addendum #1 to the Stormwater Treatment Measures contract was approved by the TBPOC in January 2006. This addendum scheduled an outreach for February 8, 2006, and revised the bid opening date to March 7, 2006.

Contract Photographs



Artist's Rendition of Oakland touchdown Aerial View

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project

► OTHER COMPLETED CONTRACTS AND RELATED WORK

Summary Description: Substantial work has already been performed on the SFOBB East Span Replacement project to facilitate construction of the mainline construction contracts.

Other Contracts and Related Work Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	227.0	-	227.0	208.9	227.0	-
Right-of-Way and Environmental Mitigation	72.4	-	72.4	38.7	72.4	-
Capital Outlay Construction						-
SAS W2 Foundations	26.4	-	26.4	25.7	26.4	-
YBI/SAS Archeology	1.1	-	1.1	1.1	1.1	-
YBI - USCG Road Relocation	3.0	-	3.0	2.8	3.0	-
YBI - Substation and Viaduct	11.6	-	11.6	11.2	11.6	-
Oakland Geofill	8.2	-	8.2	8.2	8.2	-
Pile Installation Demonstration Project	9.2	-	9.2	9.2	9.2	-
Existing East Span Retrofit	30.8	-	30.8	30.8	30.8	-
Total Capital Outlay Construction Completed	90.3	-	90.3	89.0	90.3	-
TOTAL	389.7	-	389.7	336.6	389.7	-

Note: Details may not sum to totals due to rounding effects.

Other Contracts and Related Work Schedule Summary

Project	Actual Project Completion Date
Existing East Span Retrofit	March 1998
Interim Retrofit	July 2000
Pile Installation Demolition Project	December 2000
YBI / SAS Archaeology	January 2003
Oakland Geofill	April 2003
YBI – USCG Road Relocation	June 2004
SAS W2 Foundations	October 2004
YBI Substation and Viaduct	May 2005

Summary Status: Construction has been completed on the above listed contracts. Caltrans continues to work with various environmental agencies to conduct compliance inspections and monitor and mitigate any environmental impacts from the project.

Contract Issues: None.

Recent TBPOC Actions: None.

Project Photographs



San Francisco-Oakland Bay Bridge Night View



San Francisco-Oakland Bay Bridge Aerial View



Completed W2 pier columns at the Yerba Buena Island, which will be the western support of the Self-Anchored Suspension (SAS) Structure

Toll Bridge Seismic Retrofit Program

San Francisco-Oakland Bay Bridge (SFOBB) West Approach Replacement Project

Project Description: The SFOBB West Approach Replacement Project will replace the entire west approach structure from the 5th Street to the west anchorage of the existing west spans of the SFOBB while maintaining existing traffic lanes for the weekday commute.

SFOBB West Approach Replacement Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
West Approach						
Capital Outlay Support	120.0	-	120.0	71.2	120.0	-
Capital Outlay Construction	309.0	-	309.0	178.4	309.0	-
TOTAL	429.0	-	429.0	249.6	429.0	-

Note: Details may not sum to totals due to rounding effects.

SFOBB West Approach Replacement Schedule Summary

Project	AB 144 / SB66 Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
West Approach	August 2009	-	August 2009	August 2009	-

Project Status: Construction work is 64% complete as of January 20, 2005, which includes mobilization. Seismic retrofitting construction is continuing throughout the project. Major ongoing work during January 2006 included CIDH and CISS pile driving operations for the mainline, 5th Street, and Harrison off ramps; 4th Street retrofit work; falsework for Frame 7U(N); and the preparation for the May 2006 demolition of Frame 8(U)N including the construction of a traffic bypass lane that will facilitate this frame's demolition. The TBPOC will be briefed about plans for this demolition work in March 2006.

Progress also continues on the development of the workplan for the demolition of Frames 7U(S) and 8U(S) scheduled for September 2006. The TBPOC will be briefed in February 2006 on the traffic management and workplan for this scope.

Project Issues:

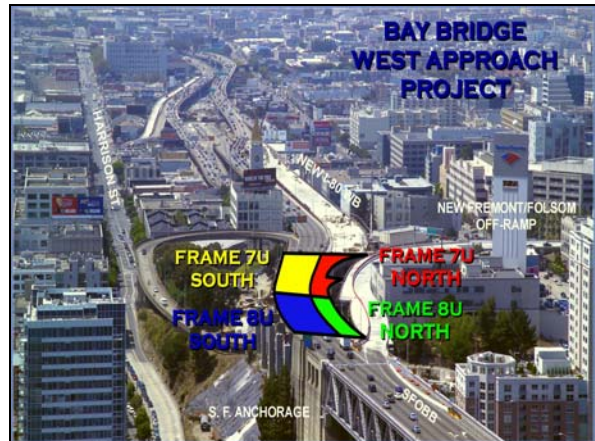
Issue	Mitigating Action
Ensuring the demolition of Frames 7U(S) and 8U(S) in September 2006 in a way that optimizes schedule and minimizes impact to traffic.	The proposed demolition workplan and traffic management / closure plans will be presented to the TBPOC in February 2006.

Recent TBPOC Actions: None.

Project Photographs



4 Sections Frames 7U - 8U



4 Sections Frames 7U - 8U



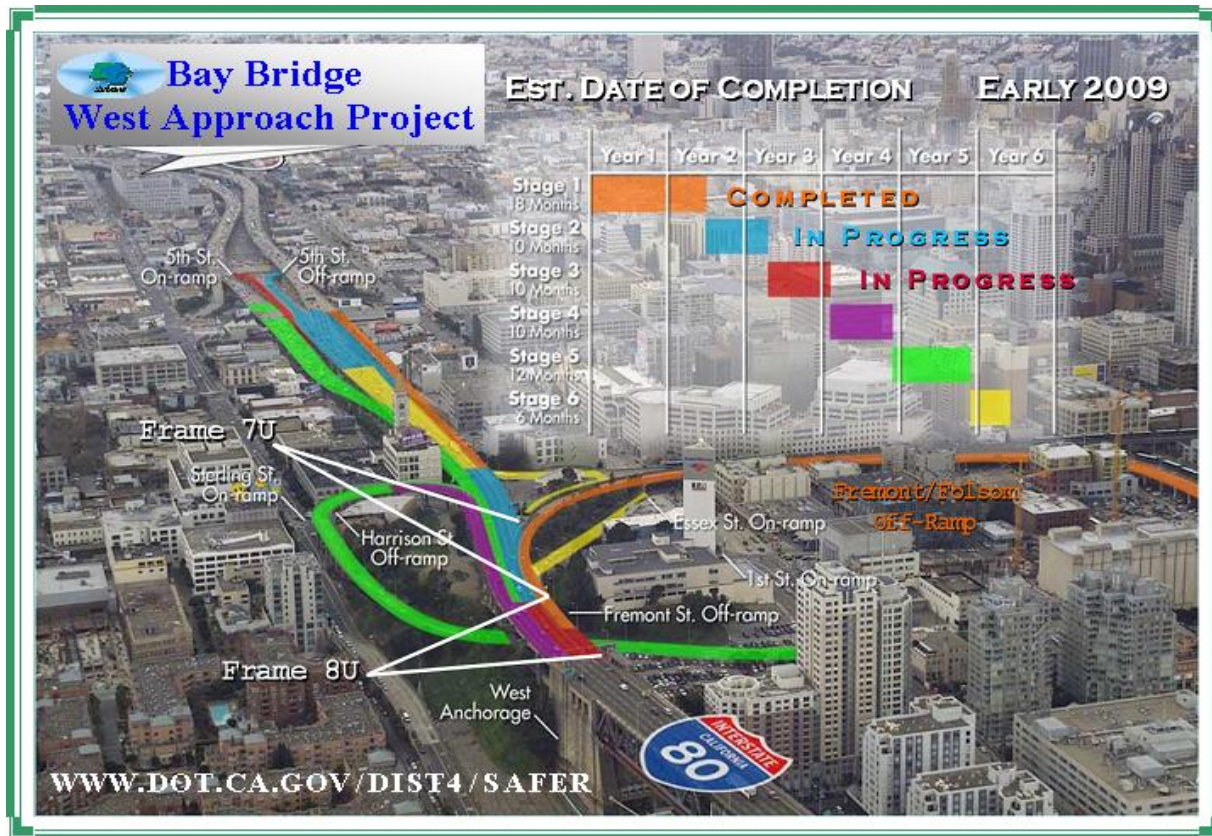
Interim Eastbound I-80: Stage 6 Detour (ST6D)

West Approach at 4th Street looking east.

New Frame 7U north Falsework



New 5th Street off ramp Bents 1 thru 5, CISS Piles



West Approach Project Stages

Toll Bridge Seismic Retrofit Program

Richmond-San Rafael Bridge (RSRB) Seismic Retrofit Project

Project Description: The Richmond-San Rafael (RSR) Bridge Seismic Retrofit Project strengthened the existing bridge to withstand the effects of a large seismic event. As part of the retrofit work, Caltrans performed work to strengthen the bridge foundations, replace the existing west trestle, the main channel fenders, and the joint rehabilitation of the bridge deck. (The RM1 work is reported in the RM1 section of the report).

RSRB Seismic Retrofit Cost Summary (\$Millions)

Contract	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
RSRB Seismic Retrofit						
Capital Outlay Support	134.0	-	134.0	122.6	127.0	(7.0)
Capital Outlay Construction	780.0	-	780.0	666.4	698.0	(82.0)
TOTAL	914.0	-	914.0	789.0	825.0	(89.0)

Note: Details may not sum to totals due to rounding effects.

* The seismic retrofit contract included work to rehabilitate the bridge deck joints. Although the deck joint work was funded from RM1 toll funds, the work is also eligible for Toll Bridge Seismic Retrofit Program funding. In July 2005, BATA rescinded \$16.9 million in RM1 funds for the deck joint work to make additional RM1 funds available for the New Benicia-Martinez Bridge Project. An equivalent amount of seismic funds will be used on the deck joint work, which is included in the budget above. This issue is also discussed in the RM1 portion of the report on page 42.

RSRB Seismic Retrofit Schedule Summary

Project	AB 144 / SB 66 Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
RSRB Seismic Retrofit	August 2005	-	August 2005	October 2005	2

Project Status: Caltrans achieved seismic safety on the bridge in July 2005. Caltrans is expecting at least \$89 million in savings from the AB 144 / SB 66 budget. The construction contract was completed and accepted on October 28, 2005. A Proposed Final Estimate was submitted to the contractor, who responded with no exceptions in December 2005. Caltrans is currently withholding approximately \$100,000 for the production of as-built drawings, which are expected to be received from the contractor in February. At such time as these drawings are received, the \$100,000 withholding amount will be released to the contractor, and the Final Estimate will be processed. Caltrans is in the process of finalizing project plans and specifications for a public access lot on the Marin side of the bridge to comply with a Bay Conservation and Development Commission (BCDC) permit condition. The Plans, Specifications and Estimate (PSE) for this scope has been submitted to the District Office Engineer for review.

Contract Issues: None.

Recent TBPOC Actions: None.

Toll Bridge Seismic Retrofit Program

Other Completed Seismic Retrofit Projects

Summary Description: Caltrans has already completed the seismic retrofits of the West Spans of the SFOBB, the existing 1958 Carquinez Bridge, the existing Benicia-Martinez Bridge, the San Mateo-Hayward Bridge, and two former toll bridges in southern California.

Other Completed Seismic Retrofit Projects Cost Summary (\$Millions)

Project	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
San Francisco-Oakland Bay Bridge West Span Seismic Retrofit Project	307.9	-	307.9	300.9	307.9	-
Carquinez Bridge Retrofit Project	114.2	-	114.2	114.2	114.2	-
Benicia-Martinez Bridge Retrofit Project	177.8	-	177.8	177.8	177.8	-
San Mateo-Hayward Bridge Retrofit Project	163.5	-	163.5	163.4	163.5	-
Vincent Thomas Bridge Retrofit Project	58.5	-	58.5	58.4	58.5	-
San Diego-Coronado Bridge Retrofit Project	103.5	-	103.5	102.6	103.5	-
TOTAL	925.4	-	925.4	917.3	925.4	-

Note: Details may not sum to totals due to rounding effects. Capital Outlay Support and Capital Outlay have been combined.

Other Completed Seismic Retrofit Projects Schedule Summary

Project	Actual Project Completion Date
Vincent Thomas Bridge Retrofit	May 2000
San Mateo-Hayward Bridge Retrofit	June 2000
Carquinez Bridge Retrofit	January 2002
San Diego-Coronado Bridge Retrofit	June 2002
Benicia-Martinez Bridge Retrofit	August 2002
SFOBB West Span Seismic Retrofit	June 2004

Summary Status: Construction has been completed on the above listed projects. The Estimate at Completion amounts shown above include allowances for minor project closeout costs.

Contract Issues: None.

Recent TBPOC Actions: None.

Toll Bridge Seismic Retrofit Program

Other Toll Bridges

Dumbarton and Antioch Bridges

The original design of the Dumbarton and Antioch Bridges were based on design criteria developed after the 1971 San Fernando Earthquake. In the early 1990's, Caltrans determined that these two structures had the seismic resistant features required by the post 1971 codes and were not likely to be vulnerable during a major seismic event. Since that time, Caltrans has pursued an aggressive seismic research program, and based on the results of this program, significantly revised its seismic design practice in the late 1990's. Consistent with recommendations by the Caltrans Seismic Advisory Board, Caltrans regularly reassesses the seismic hazard and performance of its bridges. Due to the tremendous changes in seismic design practice that have occurred since the design of the Dumbarton and Antioch bridges, a comprehensive assessment of the potential need and scope for seismic retrofit based on current knowledge is prudent.

Previous Reports

A number of limited studies have been made of these bridges in the past. However, none of the studies have fully assessed the seismic performance of the structures under current standards.

Vulnerability Studies

In late 2004, Caltrans initiated vulnerability studies on the Dumbarton and Antioch bridges. The purpose of these studies was to determine if the bridges would meet current seismic performance standards. The studies were essentially completed in May 2005. They were not a complete global analysis, but rather an investigation of selected bents modeled as independent structures. The analysis was limited in scope and based on as-built plans and currently available geotechnical information. The superstructure response was not analyzed.

The Dumbarton and Antioch Bridges have many seismic resistant features, and the results of the vulnerability studies indicate that the bridges should perform well in a moderate seismic event. However, during a major seismic event, some potential vulnerabilities (summarized below) become apparent.

- ◆ Foundation response generally governs performance. The piles may plunge axially and potentially cause permanent footing rotations.
- ◆ Potentially large foundation displacements and rotations may result in deformations that can't be easily repaired.
- ◆ The bent cap, pile cap, pile and superstructure are not capacity protected by the ductile columns and, as a result, these elements may be damaged in a major event, especially if the foundation is retrofitted.

Given the limitations of the studies, there was insufficient evidence to conclusively determine the performance of the bridges during a maximum credible earthquake (MCE). While the Dumbarton and Antioch bridges may meet performance standards, a more comprehensive technical study is necessary to understand the performance of these structures during an MCE event. A study of this level is necessary to accurately determine the structures' response and to develop any necessary retrofit strategies. A comprehensive geotechnical study using the latest analysis techniques is likely necessary in order to perform this level of analysis.

Sensitivity Analysis

As a follow-up to the Vulnerability Study, a sensitivity analysis is being performed on a single representative bent used in the Vulnerability Study (Bent 23 of the Dumbarton Bridge). The goal of the analysis is to determine the structural response associated with uncertainties in the geotechnical data. An envelope of soil conditions (best-case and worst case scenarios) was used in the analysis. The results of the Sensitivity Analysis will be used to determine the scope and value of conducting further geotechnical studies.

While the Sensitivity Analysis is ongoing, preliminary results indicate that the seismic response of the bridge is largely dependant on the soil conditions and that a comprehensive geotechnical investigation is essential for understanding the bridge's performance during a major seismic event. A work plan is being developed to assess the extent of geotechnical work needed for a complete seismic analysis and to assess the required performance levels for each structure.

Cost and Schedule

A preliminary cost estimate, schedule, and an initial risk analysis have been developed to complete a comprehensive seismic analysis for each bridge. The preliminary estimate and schedule were developed as a baseline assuming a complete geotechnical and geophysical investigation is required at each bridge.

The TBPOC will consider how to proceed with this comprehensive seismic analysis in the coming months, and will update the Legislature in the First Quarter report for 2006.



Antioch Bridge



Dumbarton Bridge



PROJECT / CONTRACT REPORTS

Regional Measure 1 Program

New Benicia-Martinez Bridge Project Summary

- New Benicia-Martinez Bridge Contract
- Other Contracts and Related Project Activities

New Carquinez Bridge Project

Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation Project

Richmond-San Rafael Bridge Trestle Deck Overlay Project

Interstate 880 / State Route 92 Interchange Reconstruction

Other Completed Regional Measure 1 Projects

- San Mateo-Hayward Bridge Widening Project
- Richmond Parkway Project
- Bayfront Expressway Widening Project

Regional Measure 1 Program

New Benicia-Martinez Bridge Project Summary

Project Description: The new Benicia-Martinez Bridge project constructs a new parallel bridge just east of the existing bridge. The project will include reconstructed interchanges to the north and south of the bridges and a new toll plaza and administration building in Martinez.

New Benicia-Martinez Bridge Project Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	157.1	21.1	178.2	142.0	178.2	-
Right-of-Way and Others	20.4	(0.1)	20.3	12.0	20.3	-
Capital Outlay Construction						-
New Bridge*	672.0	112.0	784.0	582.2	784.0	-
I-680/I-780 Interchange Replacement*	76.3	16.1	92.4	67.9	92.4	-
I-680/Marina Vista Interchange Reconstruction	51.5	3.4	54.9	52.0	54.9	-
New Toll Plaza	24.3	2.0	26.3	17.6	26.3	-
Existing Bridge & Interchange Modifications	17.2	10.9	28.1	-	28.1	-
Other	20.3	(1.3)	19.0	15.0	19.0	-
Project Reserve	20.8	39.0	59.8	-	59.8	-
TOTAL	1,059.9	203.1	1,263.0	888.7	1,263.0	-

Note: Details may not sum to totals due to rounding effects.

* The budget and estimate at completion includes approximately \$33 million in non-toll bridge funds (Proposition 192 and SHOPP).

New Benicia-Martinez Bridge Project Schedule Summary

Project	Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
I-680/Marina Vista Interchange Reconstruction	March 2006	-	March 2006	April 2006	1
New Toll Plaza	June 2006	-	June 2006	August 2006	2
New Benicia-Martinez Bridge	December 2007	-	December 2007	December 2007	-
I-680/I-780 Interchange Replacement	December 2007	-	December 2007	February 2008	2
Open to Traffic	December 2007	-	December 2007	December 2007	-
Existing Bridge & Interchange Modifications	December 2009	-	December 2009	December 2009	-

Project Status: All major construction projects necessary to open the bridge are currently in construction. Numerous foundation and superstructure issues have significantly delayed the new bridge contract. See the following contract detail pages for more information. Note that the remaining expenditures required on the "Right-of-Way and Others" category represents environmental permitting and mitigation. On December 21, 2005, BATA approved a budget increase resulting in a revised total of \$1.263 billion.

Project Issues

Issue	Mitigating Action
To open the bridge, Caltrans will have to coordinate opening and close-out activities among the different contractors that will be active on the project. These activities including structural bridge and electrical tie-ins have been complicated by the delays to the new bridge. As identified in Caltrans Risk Management Plan, these delays also may further escalate support and material costs on the project.	Based on the Caltrans Risk Management Plan, BATA has budgeted a program contingency to fund these potential increases. Caltrans also is completing a comprehensive schedule of all activities necessary to open the new bridge to traffic. As necessary, Caltrans will be negotiating with their contractors to resolve any final opening and close-out activities to open the bridge.

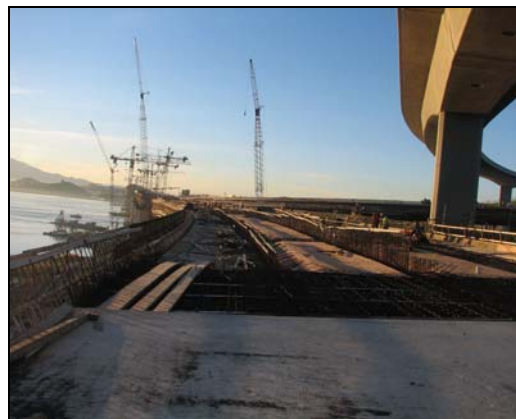
Recent TBPOC Actions: See the following contract detail pages for more information.

Project Photographs

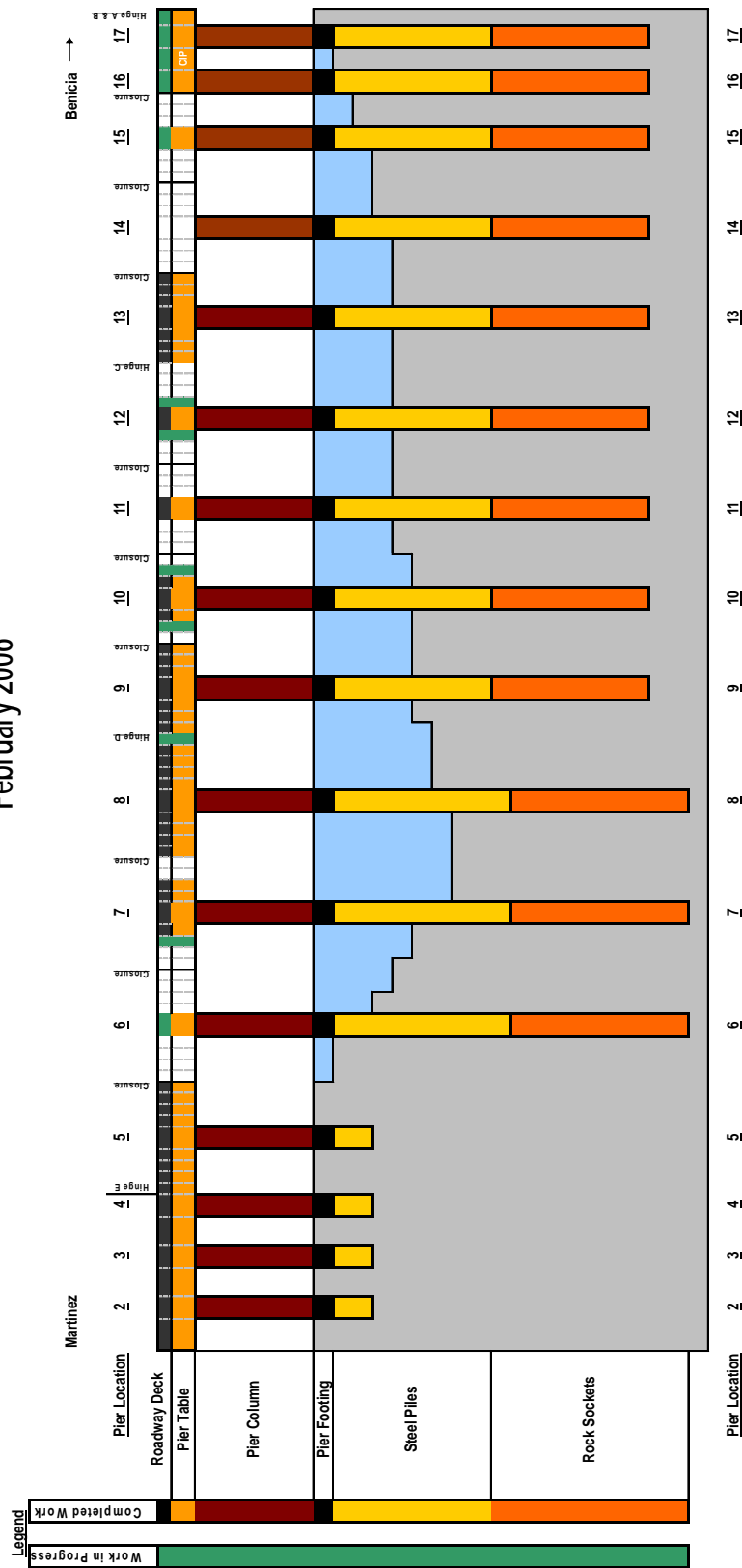
Benicia Toll Plaza - Toll Booth Canopy showing the ceiling grid



Marina Vista - looking from 680NB Off ramp - EPS Block Installation

Project Photographs cont.*Benicia Deck**Benicia Hinge Box 1**Benicia Hinge Box 2**Bridge 215 Deck looking South**Looking North at the New Benicia-Martinez Bridge Alignment**Segmental Work on Pier 7*

New Benicia-Martinez Bridge Progress Diagram February 2006



Regional Measure 1 Program

New Benicia-Martinez Bridge Project► **NEW BENICIA-MARTINEZ BRIDGE CONTRACT**

Contract Description: The new bridge contract constructs a new cast-in-place segmentally constructed reinforced concrete bridge just east of the existing bridge. The new bridge will carry five lanes of eastbound I-680 traffic towards Benicia.

New Benicia-Martinez Bridge Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
New Benicia-Martinez Bridge						
Capital Outlay Support	84.9	7.3	92.2	69.5	92.2	-
Capital Outlay Construction	672.0	112.0	784.0	582.2	784.0	-
TOTAL	756.9	119.3	876.2	651.7	876.2	-

Note: Details may not sum to totals due to rounding effects.

New Benicia-Martinez Bridge Schedule Summary

Contract	Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
New Benicia-Martinez Bridge	December 2007	-	December 2007	December 2007	-

Contract Status: The contract is 85 % complete. The superstructure concrete is in place and post tensioned from the south abutment to pier 4, and barrier rail construction is in progress. Superstructure segments have been cast at piers 5, 8, 9, and 13, while segments are being cast at piers 7, 10, and 12. Pier tables 6 and 11 were stressed and falsework removal continued. The form traveler is scheduled to be erected at pier table 6 starting on February 14, 2006. In order to maintain concrete temperature within the specified limits, continued to install cooling tubes in the segments and a nitrogen station is in operation for cooling the concrete in the delivery trucks. 165 of 344 segments are complete as of the end of January 2006, for the above mentioned piers. Ten tower cranes are installed and operational. Pier table construction continues at pier 15, and column construction is complete at piers 14. For Frame 4 cast on falsework, barrier rails, approach slab work, isolation casing covers, grading for drainage and slope paving are complete, however, approximately 10% of the deck surface are not acceptable. Bridge deck repairs will be needed in large areas around pier 3 due to poor quality of concrete at surface even after grinding. The contractor has submitted bridge deck repair plan, using polyester grout, which is currently being reviewed. On Frame 1 Cast-on Falsework, continued work on forms, rebar and pre-stress for the Span 16 intermediate diaphragm, and poured two more sections of stem walls. Two more stem pours to complete Span 16. Poured both stem walls in Span 15. The risk management plan for the contract included \$6 million for a potential adverse ruling on prevailing wages for tugboat operators. A finding from the Department of Industrial Relations ruled in favor of Caltrans. The risk management funds will be left in the project contingency.

Contract Issues

Issue	Mitigating Action
<p>Over the next seven months, construction of the first of two mid-span hinges will occur. At the present time, there are no issues presently facing the project associated with hinge construction. However, these hinges represent a unique and complex element of the bridge construction.</p> <p>There are several areas of concern in the construction of this first hinge. Risk items include: superstructure alignment/geometry control, steel box girder alignment, rebar congestion, and bearing installation.</p>	<p>Over the last several months, meetings with the contractor and Caltrans staff were held to identify potential problem areas, as well as appropriate solutions to these issues should they occur. Also, the pedestal endpoints will be under continuous survey control and measurement to detect any trends in alignment and deflections. These actions will continue throughout the construction of the hinges.</p>

Recent TBPOC Actions: In October 2005, the TBPOC approved CCO's #109.4 (Pile Construction Joint Reparation), #110.5 (Pile Anomaly Repair) and #133.1 (Heat of Hydration). In November 2005, the TBPOC approved CCO #117.1 (Steel Escalation). In aggregate, these CCOs added \$70.5 million in cost and extended the contract schedule by 3 months, which was already included in the baseline contract completion date.

Contract Photographs

Span 17 Falsework/Trellis



Segmental Work on Pier 7



Closure Deck between Frames 4 & 5 of New Bridge



Frame 1 of New Bridge

Regional Measure 1 Program

New Benicia-Martinez Bridge Project Summary► **OTHER CONTRACTS AND RELATED PROJECT ACTIVITIES**

Contract Description: Contracts related to the new Benicia-Martinez Bridge project involve the construction of a new toll plaza south of the new bridge in Contra Costa County with 17 toll booths, including two high-occupancy vehicle (HOV) bypass lanes, and the reconstruction of the I-680/Marina Vista Road and I-680/I-780 interchanges.

Other Contracts and Related Activities Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	72.2	13.8	86.0	72.5	86.0	-
Right-of-Way and Environmental Mitigation	20.4	(0.1)	20.3	12.0	20.3	-
Capital Outlay Construction						-
I-680/I-780 Interchange Replacement	76.3	16.1	92.4	67.9	92.4	-
I-680/Marina Vista Interchange Reconstruction	51.5	3.4	54.9	52.0	54.9	-
New Toll Plaza	24.3	2.0	26.3	17.6	26.3	-
Existing Bridge & Interchange Modifications	17.2	10.9	28.1	-	28.1	-
Others	20.3	(1.3)	19.0	15.0	19.0	-
Total Capital Outlay Construction	189.6	31.1	220.7	152.5	220.7	-
TOTAL	282.2	44.8	327.0	237.0	327.0	-

Note: Details may not sum to totals due to rounding effects.

Other Contracts and Related Activities Schedule Summary

Project	Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
I-680/Marina Vista Interchange Reconstruction	March 2006	⬇	March 2006	March 2006	-
New Toll Plaza	June 2006	⬇	June 2006	August 2006	2
I-680/I-780 Interchange Replacement	December 2007	⬇	December 2007	February 2008	2
Existing Bridge & Interchange Modifications	December 2009	⬇	December 2009	December 2009	-

Contract Status:

Toll Plaza and Administration Building: The contract is 80 % complete. The Contractor continued to install the Toll Booth canopy roofing and completed the metal railings on the stairs at the front of the Operation Building. Work continued with the miscellaneous electrical wiring installation for the security and alarm systems, as well as the ATCAS and other electrical items at the Toll Plaza canopy. Installation of the elevator at Toll Island # 9, and installation of the Toll Booth steel doors and window glazing continued. Work began on the layout and installation of structural steel support stubs for the soffit light gauge metal framing for the Courtyard canopy. The contract has been operating under liquidated damages since October 11, 2005, which is the current extended contract completion date. A hearing with the Dispute Resolution Board (DRB) to review NOPC # 39, Liquidated Damages has been postponed indefinitely, until the Contractor decides to pursue the resolution of this issue.

I-680/I-780 Interchange: The contract is approximately 86% complete. All footings, bents, and columns for Bridge 215, which is the northbound I-680 connection from pier 17, are complete, and superstructure works are in progress, with stem and soffit concrete placed in spans 19 to 20. The Contractor completed the trestle for Span 17 falsework. All foundations, bents, and columns for bridges 212 and 214, the westbound I-780 connector, are complete. Superstructure work is in progress for bridge 212, with span 21 through 18 deck concrete completed during the period. The completion of final electrical work is delayed until April 2008, based on the completion of the new bridge by December 30, 2007.

I-680/Marina Vista Interchange: The contract is approximately 96% complete. While falsework removals for the Mococo Overhead Bridge and the On Ramp Bridge have been completed, and falsework materials continued to be demobilized from the jobsite. Class 1 finishing of the Retaining Wall # 1 is on-going. The Contractor continued placement of the Expandable Polystyrene (EPS) Block along the CCNB line between Station 97+00 and the Mococo Overhead On-Ramp Bridge, and reinforced concrete slab sections are being poured on to the EPS blocks, as the areas are completed. Contractor continued to pull conductor wires for the street and signal lights at Waterfront Road and the NB/SB Off-Ramp/On-Ramp intersection.

Wetland Mitigation: The contract remains at 98% complete and is scheduled for completion in February 2006. The only remaining work for this contract is the completion of the hydro seeding work, which has been affected by wet weather conditions. This area must further dry before this work can resume.

Contract Issues

Issue	Mitigating Action
Lack of progress by the contractor on the Toll Plaza and Administration Building contract.	A Dispute Resolution Board (DRB) hearing was indefinitely postponed by the Contractor to resolve NOPC #39 concerning liquidated damages.

Recent TBPOC Actions: In October 2005, concerning the I-680/Marina Vista Interchange, the TBPOC approved CCO's #25 (Contaminated Soils), and #31 (Water Treatment). Concerning the I-680/I-780 Interchange, the TBPOC approved CCO's #37.2 (Bent 14 Differing Site Conditions), and 70 (Bent 18 Differing Site Conditions). In aggregate, these CCOs added \$4.3 million in cost. In January 2006, the TBPOC approved CCO #71 on the I-680/I-780 Interchange contract (Electrical Escalation) with a cost impact of \$1.9 million; and, CCO #99 on the I-680/I-780 Interchange contract (Main Span Delay) with a cost impact of \$4.0 million and a schedule impact of 279 working days (note that this impact is included in the contract forecast completion date).

Regional Measure 1 Program

New Carquinez Bridge Project

Project Description: The new Carquinez Bridge project involves constructing a new suspension bridge west of the existing bridges with four westbound lanes and a bicycle/pedestrian lane and demolishing the existing 1927 bridge.

New Carquinez Bridge Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
Capital Outlay Support	124.4	-	124.4	114.3	125.4	1.0
Capital Outlay Construction						-
Replacement Bridge	253.3	-	253.3	253.0	256.3	3.0
South Interchange Reconstruction	73.9	-	73.9	71.8	73.9	-
Existing 1927 Bridge Demolition	35.2	-	35.2	16.8	35.2	-
Other	29.3	-	29.3	25.2	28.4	(0.9)
Project Reserve	12.1	-	12.1	-	9.0	(3.1)
TOTAL	528.2	-	528.2	481.1	528.2	-

Note: Details may not sum to totals due to rounding effects.

New Carquinez Bridge Schedule Summary

Contract	Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
New Carquinez Bridge	November 2003*	-	November 2003*	November 2003*	-
1927 Carquinez Bridge Demolition	December 2007	-	September 2007	September 2007	(3)
Landscaping	August 2011	-	August 2011	August 2011	-

* The date shown is for the opening of the bridge to traffic.

Project Status: The Demolition contract is approximately 31% complete based on time and schedule. However, it is approximately 57% complete based on payment, because the big cost items in the contract were works involving the 1958 bridge approach slab replacement, which has been completed. Traffic was switched back onto the 1958 bridge on November 10, 2005. The replacement bridge and all its approaches are complete and opened to traffic. Demolition of the 1927 bridge has started at Units 7 and 3, with the deck and stringer removals. However, work has been suspended since December 23, 2005 on the bridge demolition, due to concern with the buckling of eye bars. The Contractor has revised and submitted a modified deck removal plan for Unit 3, which is currently being reviewed. Demolition work will not resume until the modified demolition plan is approved.

Project Issues:

Issue	Mitigating Action
On the Replacement Carquinez Bridge Contract, the Contractor has submitted claims for various contract issues, including claims on fabrication, labor, and access.	Caltrans is in the process of evaluating the merits of the final claims. BATA staff will direct BATA's consultant team to also evaluate the claims to determine project risk. Project reserves may need to be used.

Project Photographs*1958 Carquinez Bridge Approach New Deck Surface**1958 Carquinez Bridge Approach Seismic Monitoring Pit**New Carquinez Bridge 1**Carquinez Bridge Demolition-Removal of Deck and Stringers 1**Carquinez Bridge Demolition-Removal of Deck and Stringers 2**Carquinez Bridge Demolition-Removal of Deck and Stringers 3*

Regional Measure 1 Program

Richmond-San Rafael Bridge (RSRB) Trestle, Fender, and Deck Joint Rehabilitation Project

Project Description: This contract involves replacing the western trestle section of the bridge near San Rafael, rehabilitating the ship collision fender system at various piers, and rehabilitation of joints on the bridge deck.

RSRB Trestle, Fender, and Deck Joint Rehabilitation Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
RSR Trestle, Fender, and Joint Rehabilitation						
Capital Outlay Support	10.8	-	10.8	11.8	12.6	1.8
Capital Outlay Construction	91.3	-	91.3	83.1	84.5	(6.8)
Project Reserve	-	-	-	-	-	-
TOTAL	102.1	-	102.1	94.9	97.1	(5.0)

Note: Details may not sum to totals due to rounding effects.

The Deck Joint Rehabilitation work is funded from RM1 and from Toll Bridge Seismic Retrofit Program (\$16.9 million) funds. In July 2005, BATA rescinded \$16.9 million in RM1 funds from the deck joint project. An equivalent amount of seismic retrofit funding will be used on the project. This action was taken to make additional RM 1 funds available for the Benicia-Martinez Bridge New Span project. The budget for the Richmond-San Rafael Bridge Seismic Retrofit project, shown on page 27 of this report, includes \$16.9 million of costs for the deck joint rehabilitation work.

RSRB Trestle, Fender, and Deck Joint Rehabilitation Schedule Summary

Contract	Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation	August 2005	-	August 2005	August 2005	-

Project Status: Work on this project is completed.

Project Issues: None

Project Photographs



Repaired Deck Joints-Lower Deck



Richmond-San Rafael Trestle

Regional Measure 1 Program

Richmond-San Rafael Bridge (RSRB) Deck Overlay Project

Project Description: Rehabilitate the existing concrete deck on the bridge, damaged due to traffic and exposure to a marine environment.

RSRB Deck Overlay Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
RSR Deck Overlay						
Capital Outlay Support	8.0	(3.5)	4.5	1.6	4.5	-
Capital Outlay Construction	16.9	3.6	20.5	-	20.5	-
TOTAL	24.9	0.1	25.0	1.6	25.0	-

Note: Details may not sum to totals due to rounding effects.

RSRB Deck Overlay Schedule Summary

Contract	Baseline Contract Completion Date	Approved Changes (Months)	Current Schedule	Forecast Contract Completion Date	Variance (Months)
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	January 2007	!	January 2007	January 2007	-

Project Status: This project is Ready to List (RTL). Design is complete, and will be advertised upon approval of funding, planned for February 2006. BAMC staff has completed an independent estimate review of the Caltrans project estimate, and has submitted to BATA for presentation to Caltrans management. The increase in the Capital Outlay Construction estimate is due to a revision of work quantities, escalation in the price of certain concrete materials and a revised allowance for construction difficulty factors.

Project Issues:

Issue	Mitigating Action
Caltrans has reported a higher than budgeted estimate for the construction of the project.	BATA staff has reviewed the revised estimate for the project and has made a recommendation to BATA. The shorter construction duration will allow support funding to be shifted to construction funding.

Project Photographs



RSR Concrete Deck Overlay

Regional Measure 1 Program

Interstate 880/State Route 92 Interchange Reconstruction Project

Project Description: Modify the existing cloverleaf interchange to increase capacity and improve safety and traffic operations.

Interstate 880/State Route 92 Interchange Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
I-880/SR-92 Interchange Improvement						
Capital Outlay Support	28.8	-	28.8	26.3	43.2	14.4
Capital Outlay Construction	94.8	-	94.8	-	119.0	24.2
Capital Outlay Right-of-Way	9.9	-	9.9	7.3	13.0	3.1
Project Reserve	0.3	-	0.3	-	11.1	10.8
TOTAL	133.8	-	133.8	33.6	186.3	52.5

Note: Details may not sum to totals due to rounding effects. \$9.6 million in ACTA funds included under Capital Outlay Construction. \$3.7 million included in Capital Outlay Construction for separate landscape contract.

Interstate 880/State Route 92 Interchange Schedule Summary

Project	Baseline Project Completion Date	Approved Changes (Months)	Current Schedule	Forecast Project Completion Date	Variance (Months)
I-880/SR-92 Interchange Reconstruction	November 2010	-	November 2010	December 2010	1

Project Status: Design is 95% complete. Caltrans continues work on the preparation of the PS&E package with 100% completion re-scheduled from January 10, 2006 to March 1, 2006. Contract package is scheduled to be advertised by August 2006 and start of construction in November 2006. Design work is being delayed further due to resolution of utility conflicts, and design and construction staging refinements. Additional utility easements may be necessary, and it will not be known until Caltrans receives the utility relocation plans from the utility companies. Caltrans continues to be in close contact with the utility companies to resolve the conflicts. Caltrans is pursuing offsite third party wetland mitigation due to 1) limited areas within the project limits that is suitable to accommodate the wetland mitigation ratio of 3:1 required the Water Board and 2) as a means of avoiding future maintenance costs. Additional right of way funds will be required to pay for off-site wetland mitigation. Right-of-way acquisition is in progress. Current right of way parcel count is 70 parcels. Of these, right of way from 50 parcels has been acquired. Caltrans is working with PG&E on the relocation of 6 poles near Lindenwood Way. Under grounding the utilities at this location is likely. Demolition of 10 of the 12 homes is now scheduled to begin in January 2006. The remaining 2 homes may be sold with proceeds going back into the project. \$1.4 million in federal SAFETEA funds have been earmarked for this project.

Project Issues:

Issue	Mitigating Action
The forecast schedule includes an aggressive schedule for right-of-way acquisition that provided for 18 months to clear numerous parcels in the project area. Additional time may be required to negotiate with parcel owners and the railroad complete property acquisition.	The impact of right-of-way acquisitions on the schedule will be determined during the previously mentioned schedule assessment. Workarounds will be considered if it can prevent possible delay to the construction start. The construction contract will be advertised with an A+B specification, which could reduce the construction duration and recover the project schedule.

Regional Measure 1 Program

Other Completed Regional Measure 1 (RM1) Projects

Summary Description: Other completed Regional Measure 1 projects are the following: (a) Widen the San Mateo-Hayward Bridge along its low-trestle section and its eastern approach, (b) Widen the Bayfront Expressway (SR 84) from the Dumbarton Bridge to the U.S. 101/Marsh Road interchange, (c) Construct an eastern approach (Richmond Parkway) between the Richmond-San Rafael Bridge and Interstate 80 near Pinole, and (d) Modify the U.S. 101/University Avenue interchange.

Other Completed RM1 Projects Cost Summary (\$Millions)

Contract	June 2005 BATA Budget	Approved Changes	Current Budget	Cost To Date (12/2005)	Estimate at Completion	Variance
a	b	c	d = b + c	e	f	g = f - d
San Mateo-Hayward Bridge Widening Project	217.8	-	217.8	208.5	211.9	(5.9)
Bayfront Expressway Widening Project	35.3	-	35.3	33.0	34.9	(0.4)
Richmond Parkway Project	5.9	-	5.9	3.9	5.9	-
U.S. 101/University Interchange	3.8	-	3.8	3.7	3.8	-
TOTAL	262.8	-	262.8	249.1	256.5	(6.3)

Schedule Summary

Project	Actual Project Completion Date
Richmond Parkway Project	May 2001
San Mateo-Hayward Bridge Widening Project	February 2003
Bayfront Expressway Widening Project	January 2004
U.S. 101/University Interchange	April 2004

Project Status: Construction has been completed on the above listed contracts.

Project Issues: None.

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APPENDICES

- A** Toll Bridge Seismic Retrofit Program:
San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Cost
Detail
- B** Toll Bridge Seismic Retrofit Program Cost Detail
- C** Toll Bridge Seismic Retrofit Program Summary Schedule
- D** Regional Measure 1 Program Cost Detail
- E** Regional Measure 1 Program Summary Schedule

Appendix A: Toll Bridge Seismic Retrofit Program (\$Millions)

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Cost Detail

Contract	EA Number	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
San Francisco-Oakland Bay Bridge East Span Replacement Project							
East Span - Skyway	01202X						
Capital Outlay Support		197.0	-	197.0	119.9	197.0	-
Capital Outlay Construction		1,293.0	-	1,293.0	961.2	1,293.0	-
Total		1,490.0	-	1,490.0	1,081.1	1,490.0	-
East Span - SAS Superstructure	0120FX						
Capital Outlay Support		214.6	-	214.6	16.6	214.6	-
Capital Outlay Construction		1,753.7	-	1,753.7	-	1,767.4	13.7
Total		1,968.3	-	1,968.3	16.6	1,982.0	13.7
East Span - SAS E2/T1 Foundations	0120EX						
Capital Outlay Support		52.5	-	52.5	7.6	52.5	-
Capital Outlay Construction		313.5	-	313.5	88.3	313.5	-
Total		366.0	-	366.0	95.9	366.0	-
SAS W2 Foundations	0120CX						
Capital Outlay Support		10.0	-	10.0	9.2	10.0	-
Capital Outlay Construction		26.4	-	26.4	25.7	26.4	-
Total		36.4	-	36.4	34.9	36.4	-
YBI Transition Structures	0120PX						
Capital Outlay Support		78.7	-	78.7	7.8	78.7	-
Capital Outlay Construction		299.3	-	299.3	-	318.4	19.1
Total		378.0	-	378.0	7.8	397.1	19.1
Oakland Touchdown	01204X						
Capital Outlay Support		74.4	-	74.4	19.2	92.1	17.7
Capital Outlay Construction		283.8	-	283.8	-	272.7	(11.1)
Total		358.2	-	358.2	19.2	364.8	6.6
YBI South/South Detour	0120RX						
Capital Outlay Support		29.5	-	29.5	13.9	29.5	-
Capital Outlay Construction		131.9	-	131.9	30.0	133.8	1.9
Total		161.4	-	161.4	43.9	163.3	1.9
Existing Bridge Demolition	01209X						
Capital Outlay Support		79.7	-	79.7	0.2	79.7	-
Capital Outlay Construction		239.2	-	239.2	-	222.0	(17.2)
Total		318.9	-	318.9	0.2	301.7	(17.2)
YBI/SAS Archeology	01207X						
Capital Outlay Support		1.1	-	1.1	1.1	1.1	-
Capital Outlay Construction		1.1	-	1.1	1.1	1.1	-
Total		2.2	-	2.2	2.2	2.2	-

Note: Details may not sum to totals due to rounding

Appendix A: Toll Bridge Seismic Retrofit Program (\$Millions)

San Francisco-Oakland Bay Bridge (SFOBB) East Span Replacement Project Cost Detail (Cont.)

Contract	EA Number	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
YBI - USCG Road Relocation	0120QX						
Capital Outlay Support		3.0	-	3.0	2.7	3.0	-
Capital Outlay Construction		3.0	-	3.0	2.8	3.0	-
Total		6.0	-	6.0	5.5	6.0	-
YBI - Substation and Viaduct	0120GX						
Capital Outlay Support		6.5	-	6.5	6.3	6.5	-
Capital Outlay Construction		11.6	-	11.6	11.2	11.6	-
Total		18.1	-	18.1	17.5	18.1	-
Oakland Geofill	01205X						
Capital Outlay Support		2.5	-	2.5	2.5	2.5	-
Capital Outlay Construction		8.2	-	8.2	8.2	8.2	-
Total		10.7	-	10.7	10.7	10.7	-
Pile Installation Demonstration Project	01208X						
Capital Outlay Support		1.8	-	1.8	1.8	1.8	-
Capital Outlay Construction		9.2	-	9.2	9.2	9.2	-
Total		11.0	-	11.0	11.0	11.0	-
Stormwater Treatment Measures	0120JX						
Capital Outlay Support		6.0	-	6.0	4.0	6.0	-
Capital Outlay Construction		15.0	-	15.0	-	15.0	-
Total		21.0	-	21.0	4.0	21.0	-
Right-of-Way and Environmental Mitigation	0120X9						
Capital Outlay Support		-	-	-	-	-	-
Capital Outlay & Right-of-Way		72.4	-	72.4	38.7	72.4	-
Total		72.4	-	72.4	38.7	72.4	-
Sunk Cost - Existing East Span Retrofit	04343X & 04300X						
Capital Outlay Support		39.5	-	39.5	39.5	39.5	-
Capital Outlay Construction		30.8	-	30.8	30.8	30.8	-
Total		70.3	-	70.3	70.3	70.3	-
Other Capital Outlay Support							
Environmental Phase		97.7	-	97.7	97.7	97.7	-
Pre-Split Project Expenditures		44.9	-	44.9	44.9	44.9	-
Non-project Specific Costs		20.0	-	20.0	3.2	20.0	-
Total		162.6	-	162.6	145.8	162.6	-
Subtotal East Span Capital Outlay Support		959.4	-	959.4	398.1	977.1	17.7
Subtotal East Span Capital Outlay Construction & Sunk Costs		4,492.1	-	4,492.1	1,207.2	4,498.5	6.0
Other Budgeted Capital		35.1	-	35.1	-	11.0	(24.1)
Total SFOBB East Span Replacement Project		5,486.6	-	5,486.6	1,605.3	5,486.6	-

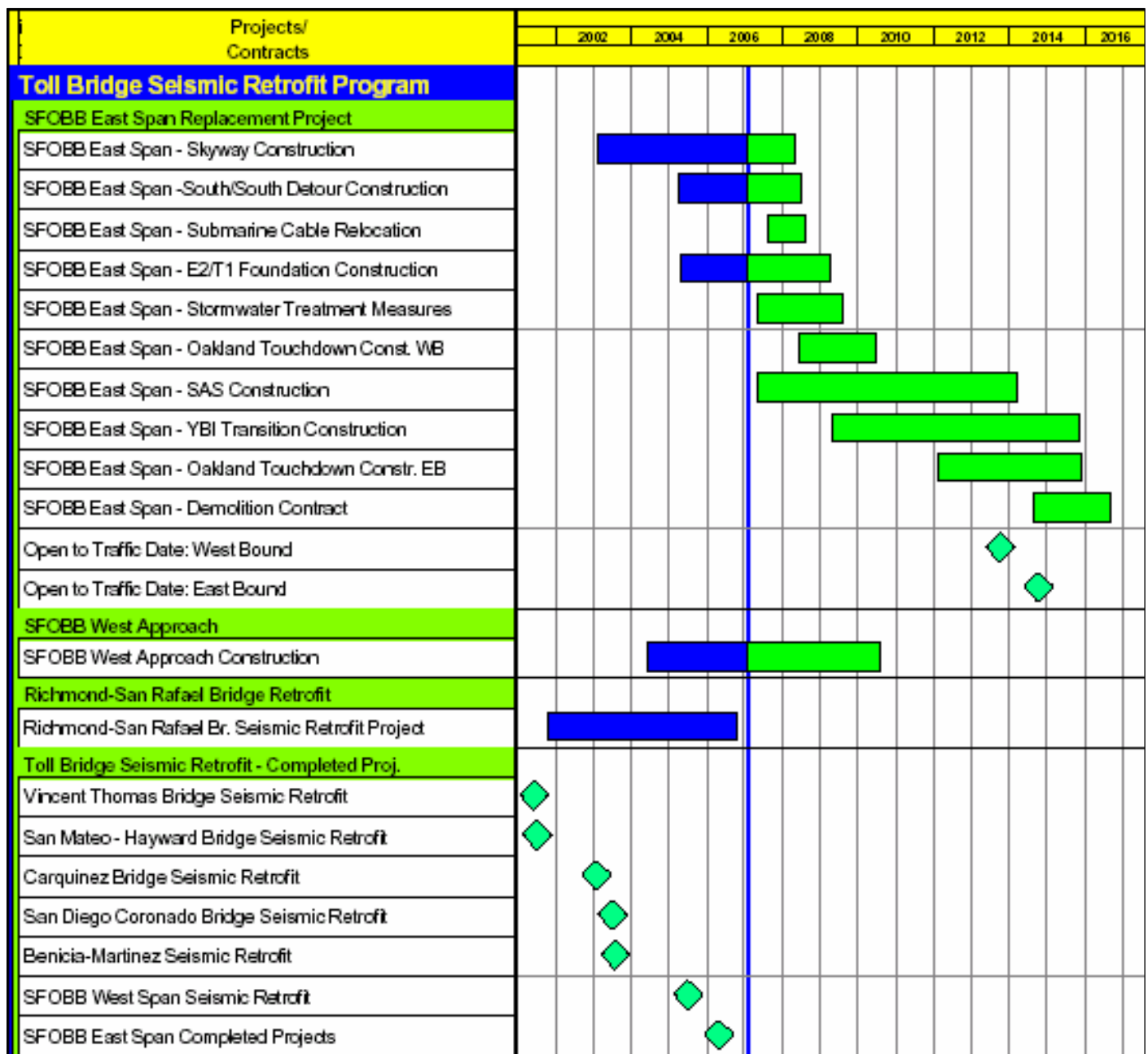
Note: Details may not sum to totals due to rounding

Appendix B: Toll Bridge Seismic Retrofit Program Cost Detail (\$Millions)

Project	AB 144 / SB 66 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance
a	c	d	e = c + d	f	g	h = g - e
SFOBB East Span Replacement Project						
Capital Outlay Support	959.4	-	959.4	398.1	977.1	17.7
Capital Outlay Construction	4,492.1	-	4,492.1	1,207.2	4,498.5	6.4
Other Budgeted Capital	35.1	-	35.1	-	11.0	(24.0)
Total	5,486.6	-	5,486.6	1,605.3	5,486.6	-
SFOBB West Approach Replacement						
Capital Outlay Support	120.0	-	120.0	71.2	120.0	-
Capital Outlay Construction	309.0	-	309.0	178.4	309.0	-
Total	429.0	-	429.0	249.6	429.0	-
SFOBB West Span Retrofit						
Capital Outlay Support	75.0	-	75.0	74.8	75.0	-
Capital Outlay Construction	232.9	-	232.9	226.1	232.9	-
Total	307.9	-	307.9	300.9	307.9	-
Richmond-San Rafael Bridge Retrofit						
Capital Outlay Support	134.0	-	134.0	122.6	127.0	(7.0)
Capital Outlay Construction	780.0	-	780.0	666.4	698.0	(82.0)
Total	914.0	-	914.0	789.0	825.0	(89.0)
Benicia-Martinez Bridge Retrofit						
Capital Outlay Support	38.1	-	38.1	38.1	38.1	-
Capital Outlay Construction	139.7	-	139.7	139.7	139.7	-
Total	177.8	-	177.8	177.8	177.8	-
Carquinez Bridge Retrofit						
Capital Outlay Support	28.7	-	28.7	28.8	28.7	-
Capital Outlay Construction	85.5	-	85.5	85.4	85.5	-
Total	114.2	-	114.2	114.2	114.2	-
San Mateo-Hayward Bridge Retrofit						
Capital Outlay Support	28.1	-	28.1	28.1	28.1	-
Capital Outlay Construction	135.4	-	135.4	135.3	135.4	-
Total	163.5	-	163.5	163.4	163.5	-
Vincent Thomas Bridge Retrofit (Los Angeles)						
Capital Outlay Support	16.4	-	16.4	16.4	16.4	-
Capital Outlay Construction	42.1	-	42.1	42.0	42.1	-
Total	58.5	-	58.5	58.4	58.5	-
San Diego-Coronado Bridge Retrofit						
Capital Outlay Support	33.5	-	33.5	33.2	33.5	-
Capital Outlay Construction	70.0	-	70.0	69.4	70.0	-
Total	103.5	-	103.5	102.6	103.5	-
Subtotal East Span Capital Outlay Support	1,433.2	-	1,433.2	811.3	1,443.9	10.7
Subtotal East Span Capital Outlay & Sunk Costs	6,286.7	-	6,286.7	2,749.9	6,211.1	(75.6)
Subtotal Other Budgeted Capital	35.1	-	35.1	-	11.0	(24.0)
Miscellaneous Program Costs	30.0	-	30.0	25.1	30.0	-
Subtotal Toll Bridge Seismic Retrofit Program	7,785.0	-	7,785.0	3,586.3	7,696.0	(89.0)
Program Contingency	900.0	-	900.0	-	989.0	89.0
Total Toll Bridge Seismic Retrofit Program	8,685.0	-	8,685.0	3,586.3	8,685.0	-

Note: Details may not sum to totals due to rounding

Appendix C: Toll Bridge Seismic Retrofit Program Summary Schedule



Appendix D: Regional Measure 1 Program Cost Detail (\$Millions)

Project	EA Number	June 2005 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
New Benicia-Martinez Bridge Project							
New Bridge	00603_						
Capital Outlay Support		84.9	7.3	92.2	69.5	92.2	-
Capital Outlay Construction				-			-
BATA Funding		661.9	112.0	773.9	568.3	773.9	-
Non-BATA Funding		10.1	-	10.1	13.9	10.1	-
Subtotal		672.0	112.0	784.0	582.2	784.0	-
Total		756.9	119.3	876.2	651.7	876.2	-
I-680/I-780 Interchange Reconstruction	00606_						
Capital Outlay Support							
BATA Funding		24.9	2.0	26.9	25.6	26.9	-
Non-BATA Funding		1.4	5.1	6.5	5.4	6.5	-
Subtotal		26.3	7.1	33.4	31.0	33.4	-
Capital Outlay Construction							
BATA Funding		54.7	16.1	70.8	54.8	70.8	-
Non-BATA Funding		21.6	-	21.6	13.1	21.6	-
Subtotal		76.3	16.1	92.4	67.9	92.4	-
Total		102.6	23.2	125.8	98.9	125.8	-
I-680/Marina Vista Interchange Reconstruction	00605_						
Capital Outlay Support		18.3	1.2	19.5	19.1	19.5	-
Capital Outlay Construction		51.5	3.4	54.9	52.0	54.9	-
Total		69.8	4.6	74.4	71.1	74.4	-
New Toll Plaza and Administration Building	00604_						
Capital Outlay Support		11.9	2.4	14.3	13.6	14.3	-
Capital Outlay Construction		24.3	2.0	26.3	17.6	26.3	-
Total		36.2	4.4	40.6	31.2	40.6	-
Existing Bridge & Interchange Modifications	0060A_						
Capital Outlay Support		4.3	5.7	10.0	2.6	10.0	-
Capital Outlay Construction		17.2	10.9	28.1	-	28.1	-
Total		21.5	16.6	38.1	2.6	38.1	-
Other Contracts	See note below						
Capital Outlay Support		11.4	(2.6)	8.8	6.2	8.8	-
Capital Outlay Construction		20.3	(1.3)	19.0	15.0	19.0	-
Capital Outlay Right-of-Way		20.4	(0.1)	20.3	12.0	20.3	-
Total		52.1	(4.0)	48.1	33.2	48.1	-
Subtotal BATA Capital Outlay Support		155.7	16.0	171.7	136.6	171.7	-
Subtotal BATA Capital Outlay Construction		829.9	143.1	973.0	707.7	973.0	-
Subtotal Capital Outlay Right-of-Way		20.4	(0.1)	20.3	12.0	20.3	-
Subtotal Non-BATA Capital Outlay Support		1.4	5.1	6.5	5.4	6.5	-
Subtotal Non-BATA Capital Outlay Construction		31.7	-	31.7	27.0	31.7	-
Project Reserves		20.8	39.0	59.8	-	59.8	-
Total New Benicia-Martinez Bridge Project		1,059.9	203.1	1,263.0	888.7	1,263.0	-

Notes:

Includes EA's 00601_, 00608_, 00609_, 0060C_, 0060E_, 0060F_, 0060G_, and 0060H_ and all Project Right-of-Way

Note: Details may not sum to totals due to rounding

Appendix D: Regional Measure 1 Program Cost Detail (\$Millions) (Cont.)

Project	EA Number	June 2005 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
Carquinez Bridge Replacement Project							
New Bridge	01301_						
Capital Outlay Support		60.5	-	60.5	59.9	62.3	1.8
Capital Outlay Construction		253.3	-	253.3	253.0	256.3	3.0
Total		313.8	-	313.8	312.9	318.6	4.8
Crockett Interchange Reconstruction							
	01305_						
Capital Outlay Support		32.0	-	32.0	31.9	32.0	-
Capital Outlay Construction		73.9	-	73.9	71.8	73.9	-
Total		105.9	-	105.9	103.7	105.9	-
Existing 1927 Bridge Demolition							
	01309_						
Capital Outlay Support		16.1	-	16.1	8.1	16.1	-
Capital Outlay Construction		35.2	-	35.2	16.8	35.2	-
Total		51.3	-	51.3	24.9	51.3	-
Other Contracts							
	See note below						
Capital Outlay Support		15.8	-	15.8	14.4	15.0	(0.8)
Capital Outlay Construction		18.8	-	18.8	15.3	17.9	(0.9)
Capital Outlay Right-of-Way		10.5	-	10.5	9.9	10.5	-
Total		45.1	-	45.1	39.6	43.4	(1.7)
Subtotal BATA Capital Outlay Support		124.4	-	124.4	114.3	125.4	1.0
Subtotal BATA Capital Outlay Construction		381.2	-	381.2	356.9	383.3	2.1
Subtotal Capital Outlay Right-of-Way		10.5	-	10.5	9.9	10.5	-
Project Reserves		12.1	-	12.1	-	9.0	(3.1)
Total Carquinez Bridge Replacement Project		528.2	-	528.2	481.1	528.2	-

Notes:

Other Contracts includes EA's 01302_, 01303_, 01304_, 01306_, 01307_, 01308_, 0130A_, 0130C_, 0130D_, 0130F_, 0130G_, 0130H_, 0130J_, 00453_, 00493_, 04700_, 00607_, 2A270_, and 29920_ and all Project Right-of-Way

Note: Details may not sum to totals due to rounding

Appendix D: Regional Measure 1 Program Cost Detail (\$Millions) (Cont.)

Project	EA Number	June 2005 Budget	Approved Changes	Current Budget	Actual Cost To Date (12/2005)	Estimate at Completion	At-Completion Variance
a	b	c	d	e = c + d	f	g	h = g - e
Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation	See note ¹ below						
Capital Outlay Support							
BATA Funding		2.2	-	2.2	1.4	2.2	-
Non-BATA Funding		8.6	-	8.6	10.4	10.4	1.8
Subtotal		10.8	-	10.8	11.8	12.6	1.8
Capital Outlay Construction							
BATA Funding		40.2	-	40.2	33.4	33.4	(6.8)
Non-BATA Funding		51.1	-	51.1	49.7	51.1	-
Subtotal		91.3	-	91.3	83.1	84.5	(6.8)
Project Reserves		-	-	-	-	-	-
Total		102.1	-	102.1	94.9	97.1	(5.0)
Richmond-San Rafael Bridge Deck Overlay Rehabilitation	0415U_						
Capital Outlay Support							
BATA Funding		4.0	0.5	4.5	1.6	4.5	-
Non-BATA Funding		4.0	(4.0)	-	-	-	-
Subtotal		8.0	(3.5)	4.5	1.6	4.5	-
Capital Outlay Construction		16.9	3.6	20.5	-	20.5	-
Project Reserves		0.1	(0.1)	-	-	-	-
Total		25.0	-	25.0	1.6	25.0	-
Richmond Parkway Project (RM 1 Share Only)	Non-Caltrans						
Capital Outlay Support		-	-	-	-	-	-
Capital Outlay Construction		5.9	-	5.9	3.9	5.9	-
Total		5.9	-	5.9	3.9	5.9	-
San Mateo-Hayward Bridge Widening	See note ² below						
Capital Outlay Support		34.6	-	34.6	34.0	34.6	-
Capital Outlay Construction		180.2	-	180.2	174.0	176.2	(4.0)
Capital Outlay Right-of-Way		1.5	-	1.5	0.5	0.6	(0.9)
Project Reserves		1.5	-	1.5	-	0.5	(1.0)
Total		217.8	-	217.8	208.5	211.9	(5.9)
I-880/SR-92 Interchange Reconstruction	EA's 23317_, 01601_, and 01602_						
Capital Outlay Support		28.8	-	28.8	26.3	43.2	14.4
Capital Outlay Construction							
BATA Funding		85.2	-	85.2	-	109.4	24.2
Non-BATA Funding		9.6	-	9.6	-	9.6	-
Subtotal		94.8	-	94.8	-	119.0	24.2
Capital Outlay Right-of-Way		9.9	-	9.9	7.3	13.0	3.1
Project Reserves		0.3	-	0.3	-	11.1	10.8
Total		133.8	-	133.8	33.6	186.3	52.5
Bayfront Expressway Widening	EA's 00487_, 01511_, and 01512_						
Capital Outlay Support		8.6	-	8.6	8.0	8.2	(0.4)
Capital Outlay Construction		26.5	-	26.5	24.8	26.5	-
Project Reserves		0.2	-	0.2	0.2	0.2	-
Total		35.3	-	35.3	33.0	34.9	(0.4)
US 101/University Avenue Interchange Modification	Non-Caltrans						
Capital Outlay Support		-	-	-	-	-	-
Capital Outlay Construction		3.8	-	3.8	3.7	3.8	-
Total		3.8	-	3.8	3.7	3.8	-
Subtotal BATA Capital Outlay Support		358.3	16.5	374.8	322.2	389.8	15.0
Subtotal BATA Capital Outlay Construction		1,569.8	146.7	1,716.5	1,304.4	1,732.0	15.5
Subtotal Capital Outlay Right-of-Way		42.3	(0.1)	42.2	29.7	44.4	2.2
Subtotal Non-BATA Capital Outlay Support		14.0	1.1	15.1	15.8	16.9	1.8
Subtotal Non-BATA Capital Outlay Construction		92.4	-	92.4	76.7	92.4	-
Project Reserves		35.0	38.9	73.9	0.2	80.6	6.7
Total RM1 Program		2,111.8	203.1	2,314.9	1,749.0	2,356.1	41.2

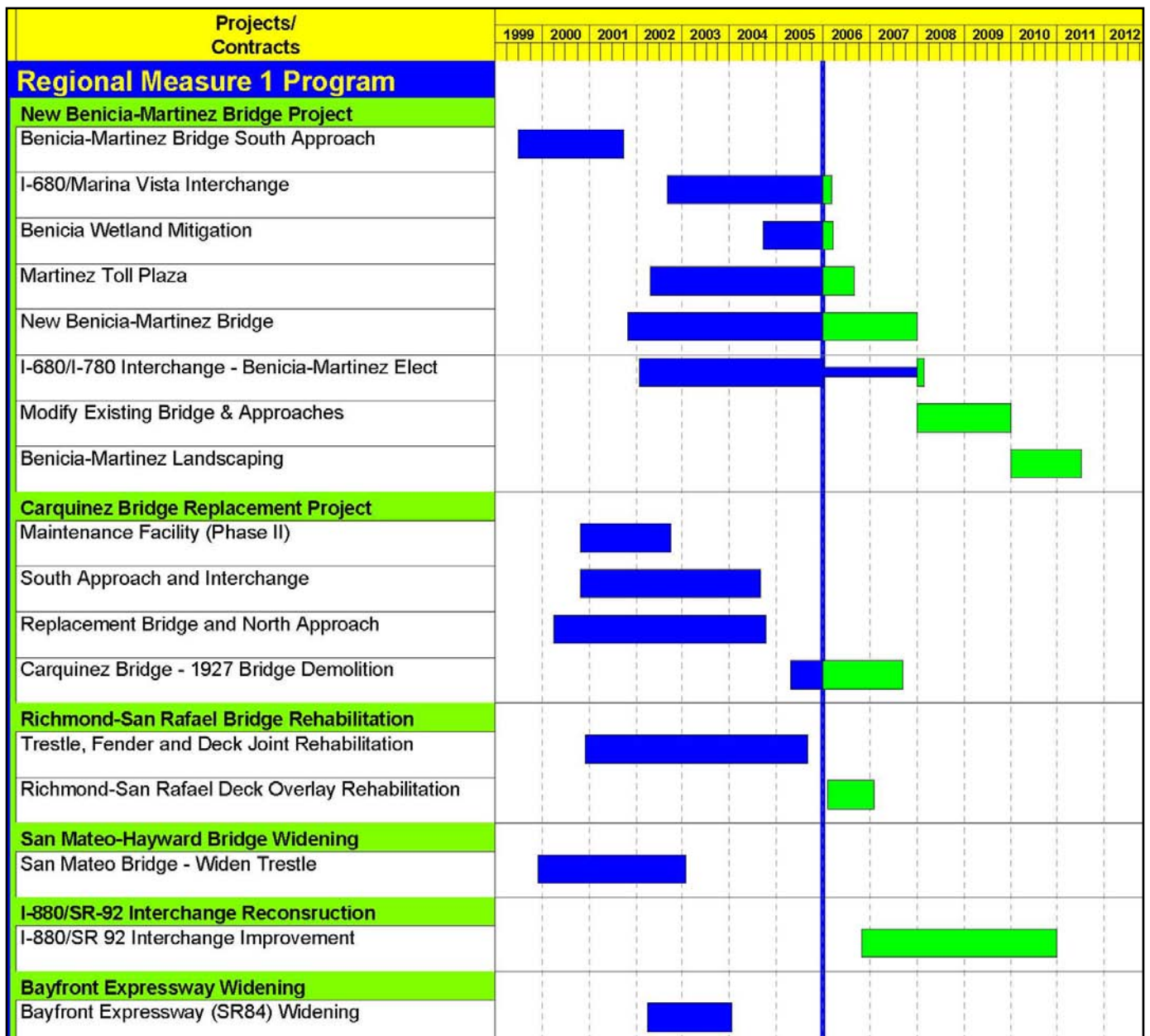
Notes:

¹ Richmond-San Rafael Bridge Trestle, Fender, and Deck Joint Rehabilitation Includes Non-TBSRA Expenses for EA 0438U_ and 04157_

² San Mateo-Hayward Bridge Widening Includes EA's 00305_, 04501_, 04502_, 04503_, 04504_, 04505_, 04506_, 04507_, 04508_, 04509_, 27740_, 27790_, 04860_

Note: Details may not sum to totals due to rounding

Appendix E: Regional Measure 1 Program Summary Schedule



Appendix F: Glossary of Terms

AB144/SB 66 BUDGET: the planned allocation of resources for the Toll Bridge Seismic Retrofit Program, or subordinate projects or contracts, as provided in Assembly Bill 144 and Senate Bill 66, signed into law by Governor Schwarzenegger on July 18, 2005 and September 29, 2005, respectively.

APPROVED CHANGES: changes to the AB144/SB 66 Budget or June 2005 BATA Budget as approved by the Bay Area Toll Authority Commission.

AT COMPLETION VARIANCE or VARIANCE (cost): the mathematical difference between the Estimate at Completion and the Current Budget.

COST TO DATE: the actual expenditures incurred by the program, project, or contract as of the month and year shown.

CURRENT BUDGET: the sum of the AB144/SB66 Budget or June 2005 BATA Budget and Approved Changes.

ESTIMATE AT COMPLETION: the current forecast of all of the costs that are projected to be expended so as to complete the given scope of the program, project, or contract.

JUNE 2005 BATA BUDGET: the planned allocation of resources for the Regional Measure 1 Program, or subordinate projects or contracts as authorized by the Bay Area Toll Authority as of June 2005.

PROJECT COMPLETE AB144/SB 66 BASELINE or BASELINE PROJECT (or CONTRACT) COMPLETION DATE: the planned completion date for the Toll Bridge Seismic Retrofit Program or subordinate projects or contracts.

PROJECT COMPLETE BASELINE: the planned completion date for the Regional Measure 1 Program or subordinate projects or contracts.

PROJECT COMPLETE FORECAST or FORECAST PROJECT (or CONTRACT) COMPLETION DATE: the current projected date for the completion of the program, project, or contract.

SCHEDULE VARIANCE or VARIANCE (schedule): the mathematical difference expressed in months between the Forecast Completion Date and the Baseline Completion Date.

The following information is provided in accordance with California Government code Section 7550:

This document is one of a series of reports prepared for the Bay Area Toll Authority (BATA)/Metropolitan Transportation Commission (MTC) for the Toll Bridge Seismic Retrofit and Regional Measure 1 Programs. The contract value for the monitoring efforts, technical analysis, and field site works that contribute to these reports, as well as the report preparation and production, is \$1,574,873.

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AGENDA ITEM 5

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Jon Tapping, Acting SFOBB East Span Project Manager

RE: Agenda No. - 5

Item- Response to BSA Audit Report

Cost:

N/A

Schedule Impacts:

N/A

Recommendation:

Information only.

Discussion:

The Bureau of State Audits' (BSA) website: <http://www.bsa.ca.gov/bsa/> includes, "Report 2006-406, Implementation of State Auditor's Recommendations, Audits Released in January 2004 Through 2005" (see attached). The shaded areas of BSA's report (refer to Pages 38 and 40) appear to conclude that Caltrans has not implemented corrective actions to the level of detail recommended in BSA's original audit report.

At the February 23, 2006, TBPOC Meeting, the Department will summarize the attached BSA report, review potential response options, and recommend a response strategy.

Although assessment of potential response options is ongoing at the time of the February 23, 2006, TBPOC agenda preparation, the Department is considering preparing a written response to BSA with respect to Finding No. 3 (refer to Pages 37-38)."

Attachment(s):

Report 2006-406, Implementation of State Auditor's Recommendations, Audits Released in January 2004 through 2005

DEPARTMENT OF TRANSPORTATION

Various Factors Increased Its Cost Estimates for Toll Bridge Retrofits, and Its Program Management Needs Improving

REPORT NUMBER 2004-140, DECEMBER 2004

Department of Transportation response as of December 2005

Audit Highlights . . .

Our review of the Department of Transportation's (Caltrans) Toll Bridge Seismic Retrofit Program (program) found that:

- ☒ *Cost estimates have increased \$3.2 billion since April 2001, including a \$900 million program contingency reserve.*
 - ☒ *Approximately \$930 million of the \$3.2 billion increase relates to the May 2004 bid for the superstructure of the signature span of the San Francisco-Oakland Bay Bridge's east span (East Span); the remainder is attributable to other categories.*
 - ☒ *Various factors have driven cost increases, including volatile markets for steel and contractor services, a lengthening of the East Span's timeline, and Caltrans past experience with the program, which is reflected in contingency reserves.*
-

The Joint Legislative Audit Committee (audit committee) requested that the Bureau of State Audits examine the delays and higher cost estimates for the Toll Bridge Seismic Retrofit program (program). Specifically, the audit committee requested that we identify the factors contributing to additional capital and support cost increases, which of these factors were unforeseen at the time that the AB 1171 estimates were prepared, and the extent to which the design of the signature span of the San Francisco-Oakland Bay Bridge's east span (East Span) independently contributed to costs increases. In addition, the audit committee requested that we examine Caltrans' basis for the program's schedule, evaluate the adequacy of procedures for modifying cost estimates and completion dates, and determine whether Caltrans employs best practices when managing projects that cost more than \$1 billion. Specifically, we found:

Finding #1: Rising costs and delays plague completion of the State's largest public safety project.

In its August 2004 report to the Legislature on the status of the program, Caltrans disclosed cost estimates that were \$3.2 billion, or about 63 percent, higher than the estimates it prepared in April 2001. Caltrans' 2001 estimates formed the basis for the program budget the Legislature adopted in AB 1171. Caltrans' reevaluation of program costs was triggered in May 2004 by receiving the sole bid for the signature span's superstructure, which exceeded Caltrans' 2001 estimate by \$930 million. Caltrans' revised cost estimate for individual toll bridges was about \$2.8 billion more than the cost estimates used for AB 1171, while the estimated program contingency reserve rose by \$452 million.

The East Span accounted for most of the increases with \$2.5 billion more in estimated costs. In turn, the East Span's signature span component was estimated to cost \$1.3 billion more. Since 2001, the East Span also has been the source of the program's longest schedule delays and this delay can be attributed almost entirely to the signature span. Caltrans postponed the bid opening for the signature span's superstructure by almost one year, and agreed to give contractors three more years than it originally envisioned to complete it.

Finding #2: Various factors contributed to higher cost estimates and delays.

No one factor alone caused the significant rising cost estimates affecting the seismic retrofitting of selected toll bridges. The multiplicity of factors, along with the limited access Caltrans has to the proprietary data that supports contractors' bids, makes it difficult to attribute dollar effects to specific causes. Nevertheless, comparing Caltrans' two cost estimates, from 2001 and 2004, we found that much of the program's cost increases occurred in several areas. Estimates for structural steel, contractor overhead, and contingency reserves for the East Span's skyway and signature span increased by \$598 million, \$585 million, and \$207 million, respectively. In addition, estimates for the program's support costs rose \$556 million and the program contingency reserve increased by \$452 million.

Contributing to the higher cost estimates have been volatile markets for materials and contractor services, which have yielded bids that include higher than expected steel and contractor overhead costs. For example, we estimated that a 26 percent increase in steel prices in 2004 added \$95 million to structural steel costs. With regard to the remaining cost increases in these areas, Caltrans said it believes the bidding contractor may have added on a margin to its materials costs to cover other project costs not identified individually in the project bid items. Caltrans said that future significant material escalations, bonding and insurance costs, and the perceived risk of the project might have been included in such a margin. Caltrans also said that market conditions after September 11, 2001, led to higher insurance and bonding costs, and greater scrutiny of risk on large projects, which has contributed to higher overhead bid amounts.

Schedule delays and contract extensions also increased contractor overhead and Caltrans support costs. Caltrans' efforts to increase competition among contractors by extending the bidding period for the signature span's superstructure, and its lengthening of the time allowed for contractors to complete this contract, pushed out the program's completion date by four years. These changes indicate that the signature span's superstructure was more complicated than Caltrans originally envisioned and so could be expected to use considerably more administrative resources.

In addition, Caltrans established contingency reserve amounts for the skyway, signature span, and the Richmond-San Rafael Bridge that are significantly higher than contingency reserve levels of more typical projects, reflecting the greater amount of risk these projects have for schedule delays and cost overruns. Caltrans determined these contingency reserve amounts based on the results of a probabilistic risk analysis model

for construction costs used by a consultant. This represents the reserve level that the consultant concluded was required to provide an 80 percent likelihood that the program cost estimate will not be exceeded.

Finding #3: By not consistently following risk management best practices, Caltrans has not addressed the East Span project's risks adequately.

Even though Caltrans has acknowledged that risk management is an essential component of project management, it has not focused sufficiently on managing the risks of the East Span, including the self-anchored suspension component, or signature span. Caltrans did not create a risk management plan to define how it would identify, prioritize, quantify, respond, and track risks for the project. Although Caltrans identified certain risks and opportunities through quality assurance, risk analyses, and information sessions with potential suppliers, steel fabricators, and contractors, Caltrans has not performed some of the major processes—planning, tracking, and quantifying—necessary to maximize the chances of positive rather than adverse events in the East Span project.

In October 2004, Caltrans put together a summary that is supposed to be the risk management plan for the East Span project. This summary includes primarily a historical description of methods Caltrans used to identify risks, and names of individuals who are a part of its Project Quality/Risk Assessment/Oversight Group. However, the summary omits how Caltrans will perform key risk management processes. For example, it does not define how Caltrans will identify and quantify risks throughout the life of the project and how risk activities will be documented and tracked. Moreover, Caltrans created this summary especially for us, so it was not actually used as the plan to manage the East Span project's risk.

Further, Caltrans did not update its cost estimates to incorporate quantified risks identified through project analyses. Three of the five analyses it initiated included such information. According to Caltrans' director, after AB 1171 became law, Caltrans managed to the budget set in the bill by mitigating potential risks. He stated that since 2001, the cost update in Caltrans' August 2004 report included its first program-wide cost update and that an August 2004 cost review performed by an outside consultant was the only program-wide quantitative risk analysis.

We recommended that the department establish a comprehensive risk management plan, quantify the effect of identified risks in financial terms, and establish documents to track identified risks and related mitigation steps.

Caltrans' Action: Partial corrective action taken.

With the assistance of consultants, Caltrans indicates that it prepared a risk management plan for the East Span project. Caltrans also says that it hired a dedicated project risk management coordinator to ensure implementation of the plan. As part of the plan, Caltrans developed a comprehensive list of risks, called a risk register, and has created draft risk registers for the signature span, and the eastern foundation and tower subprojects. Caltrans states that it is developing monitoring and control processes to identify, analyze, and plan for new risks and to track all existing risks. In its latest quarterly program report, dated November 14, 2005, Caltrans, however, noted that some of the risks identified in the risk register cannot be quantified because they are conditions or assumptions on which the project was planned. Caltrans says that any changes to these conditions or assumptions would require revisions to budgets, plans, and other performance measures. Further, Caltrans says it has not quantified some risks that are external in nature and represent possible policy changes that might be imposed on Caltrans. Finally, as conditions warrant, such as recent market fluctuations and the suspension span bid opening, Caltrans states it will update risk probabilities, potential impacts, and response strategies.

Finding #4: Caltrans does not regularly update program cost estimates to monitor the program's budget appropriately.

In managing the project's cost, Caltrans has not followed generally accepted cost management practices to ensure that the project could be completed within its 2001 budget, approved by the Legislature in AB 1171. Caltrans did not regularly update its cost estimates for some components of the East Span or the entire program, including updating estimates for capital and support costs. Also, Caltrans did not use information about identified risks to regularly reassess its contingency reserves for potential claims and unknown risks. For example, Caltrans indicated to the Federal Highway Administration (FHWA) in February 2004 that its program support costs would be \$766 million, \$30 million less than the AB 1171 estimated amount. However, Caltrans' accounting records show that it already had spent \$612 million in support costs by October 2003, leaving only \$154 million to pay such costs for eight more years, through 2011. Just six months later, in August 2004, it raised its estimated support costs to \$1.352 billion.

Without updated cost estimates, Caltrans' program managers forego the benefits of a detailed overview of the program's capital and support costs for all the bridges. Further, Caltrans indicates that since October 2001, when AB 1171 was passed, its only published program-wide cost update was its August 2004 report to the Legislature, which disclosed the \$3.2 billion cost overrun. Had it been monitoring the program's costs regularly, Caltrans would have realized much earlier that the program was exceeding its budget under AB 1171.

We recommended that the department update its estimates of capital and support costs, reassess its contingency reserves for potential claims and unknown risks, and integrate this information into a program-wide report on a regular basis.

Caltrans' Action: Corrective action taken.

Caltrans says that during 2005 it updated capital outlay and capital outlay support costs each quarter and integrated them into its reports to the Legislature. Caltrans indicates that it updated the cost estimates for contracts currently under construction and that it considered cost exposure associated with identified individual risks when revising its engineer's estimate for the East Span. Further, it says that it will periodically determine if remaining contingency reserves are adequate to cover the amount of the program's remaining risks.

Finding #5: Caltrans did not employ good communications management, resulting in the failure to report cost overruns to stakeholders in a timely fashion.

Caltrans has neglected communications planning and management, failing to inform significant stakeholders regularly of relevant changes in its estimates of program costs and cost overruns. State law requires Caltrans to provide periodic status reports to the Legislature, but Caltrans provided no statutorily required annual status report for 2003 and no statutorily required quarterly status report in 2004 until August of that year. It chose not to disclose program information according to the regular reporting schedule established by law and disclosed the large cost overruns long after it should have known that the program likely would exceed its budget. As a consequence, Caltrans placed the Legislature in the awkward position of having to try to devise a funding solution six weeks before the bid on the signature span's superstructure was set to expire.

In November 2003, Caltrans submitted a legally required financial plan update to FHWA showing that the program's projects were going beyond the AB 1171 cost levels and that less than a 3 percent program contingency reserve remained. In response to FHWA's questions, Caltrans did not reveal the probable extent of estimated program costs. Based on internal Caltrans' reports and the amounts it eventually reported to the Legislature in August 2004, Caltrans should have known about the huge cost overruns. For example, although Caltrans had advertised the contract for the signature span's superstructure at \$733 million, internal analyses showed that as early as August 2002 this contract could be as high as \$934 million, while later estimates placed its potential price at more than \$1 billion. Further, the uncommitted balance of \$122 million in the contingency reserve was grossly insufficient given that Caltrans had not received the superstructure bid, the East Span's skyway was only 31 percent constructed, and the Richmond-San Rafael Bridge retrofit costs were underreported by \$43 million to \$78 million.

In addition, Caltrans provided no information on potential program funding shortfalls before May 2004 to the Metropolitan Transportation Commission, a critical stakeholder that represents the commuters who pay to use the toll bridges.

We recommended that Caltrans submit quarterly status reports to the Legislature as the law requires, ensure that reports to FHWA and other stakeholders provide an accurate representation of the program's status, and quickly inform stakeholders when key events affect the program's overall budget and schedule.

We recommended that the Legislature require Caltrans to submit quarterly reports within a given time period, and that it require Caltrans to certify these reports and to include additional financial information in them. Also, in reviewing the options to complete the East Span, we recommended that the Legislature consider requesting that Caltrans provide sufficient detail to understand the financial implications of each option, including a breakdown of costs for capital outlay, support, and contingencies at the project and program level.

Caltrans' Action: Corrective action taken.

During 2005 Caltrans submitted program status reports to the Legislature between 45 and 48 days after the end of each quarter. Caltrans indicates that it provided these reports to the FHWA in addition to the federally required Annual Update to the Finance Plan for the East Span, which it provided to the federal government on November 16, 2005.

Legislative Action: Partial legislation enacted.

Assembly Bill 144 (AB 144), approved by the governor in July 2005, provided funding for the completion of the signature span of the East Span. It also established a Toll Bridge Program Oversight Committee that is to provide reports to the Legislature within 45 days of the end of each quarter. The reports are to provide details on each toll bridge seismic retrofit project and all information necessary to clearly describe the status of the project, including the current or projected budget for capital and capital outlay support costs. However, AB 144 does not require these reports to provide the level of detail we recommended, such as reporting on pending change orders or other contractor claims; commitments against the project and program contingency reserves; current estimates of contract values that are not yet entered into; and a detailed description, along with specific financial estimates, of issues or events that could have a financial impact on the program. In addition, AB 144 does not require certification by key Caltrans executives—the director and deputy director of finance—and an independent engineering consultant on the completeness and accuracy of the report as we had recommended.

AGENDA ITEM 6

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Tony Anziano, Caltrans Toll Bridge Program Manager

RE: Agenda No. - 6a

Item- Concrete Supplier

Cost:

N/A at this time.

Schedule Impacts:

N/A at this time.

Recommendation:

Information only.

Discussion:

The Department plans on presenting an update of the Concrete Supplier Issue. Attached is the updated Pacific Concrete Talking Points per comments received from the Committee during the TBPOC conference call held on February 10, 2006.

Attachment(s):

Updated Pacific Cement Talking Points

Pacific Cement talking points

Pacific cement worked as a sub contractor on the Bay Bridge West Approach and East Span Skyway retrofit projects. Pacific Cement was dismissed from the West Approach project for failing to meet the needs of production specified in the contract.

West Approach

- Pacific Cement operated their own commercial batch plant and was in control of the mix process on the West Approach.
- On the West Approach project Pacific Cement worked from June 2003 through July 2005 using material directly from their batch plant. During that time Pacific Cement began to have production issues that slowed down the project's construction schedule.
- On July 15, 2005 a Caltrans inspector identified that the concrete mix being used by Pacific Cement was not the same as what was specified in the contract. One test confirmed that Pacific Cement was using recycled aggregate in structural concrete mixes that called for crushed aggregate material.
- Pacific Cement was dismissed from the project for lack of production capability and for failing to provide specified materials.
- Caltrans is conducting further investigations to determine the extent that Pacific Cement used materials not specified by the contract.
- During the hundreds of pours conducted by Pacific Cement, Caltrans performed 1200 tests to assess the strength of the concrete being used. All testing confirmed that the strength of the concrete actually used was sufficient to meet design requirements.
- Because the concrete pours Pacific Cement made passed the testing Caltrans requires for strength, there is not a concern with the structural strength or seismic stability of the structures they were involved with constructing.
- There is a concern that the overall life span of the product may be affected by Pacific Cement using recycled aggregate instead of the specified material. Recycled aggregate may not provide the same level of corrosion protection needed.
- Many of the West Approach project's cement structures are temporary and designed to handle traffic while existing structures are demolished and new permanent structures are built. In these cases where temporary structures are involved, life span is not an issue.
- If it is determined that the concrete pours that Pacific Cement made on permanent structures contain recycled aggregate and that material does not provide the durability needed, then a sealer coat may be used on the outside of the concrete preserving the life span of the structure.
- The Quality Control and Assurance procedures Caltrans uses assume that contractors perform their work in a professional and legitimate manner. On the West Approach project both the prime contractor Tutor Saliba Corporation and Caltrans acted quickly to replace Pacific Cement after it was determined that they were in breach of the contract specifications.
- Caltrans will pursue all legal options to recover costs incurred by the actions of Pacific Cement.

East Span

- On the East Span Skyway project Pacific Cement worked with a unique concrete mix designed specifically and exclusively for casting the Skyway deck segments.
- At the Stockton Yard facility where the concrete batch plant is located available material is limited to only contractually specified materials.
- The prime contractor KFM took over day to day operations from Pacific Cement on (date) due to insolvency issues that PC was facing.



Memo

To: Toll Bridge Program Oversight Committee

From: Kay Wilson, CirclePoint
Bart Ney, CirclePoint

Date: February 14, 2006

Re: Back-up Media Spokesperson for Bay Bridge

This memorandum proposes that the Bay Bridge Seismic Safety Project consider the assignment of a back-up media spokesperson to cover Bart Ney, at times that one is needed. The back-up media spokesperson would generally be needed when Bart Ney is on vacation, out of town, or otherwise not available. This issue has been discussed with the East Span and West Approach Project Managers, the Communications Partnership Team, and approved by the Toll Bridge Program Management Team.

The Bay Bridge Seismic Safety Project is technically complex and political. The designated media spokesperson needs to understand this and other complex and often changing project issues. Caltrans District policy currently calls for Caltrans Headquarters to designate a substitute spokesperson each time one is needed. Rather than seek an alternate on a case by case basis, we thought it might be better to assign a more permanent back-up team that is generally up to speed on the project on a daily basis.

It is difficult to find one person knowledgeable on each necessary aspect of this project, therefore we recommend a team approach. The Toll Bridge Program Manager and the Project Managers would have the flexibility to designate the appropriate spokespersons as needed. The following are examples of how the team approach could work:

- Tony Anziano (with Mark DeSio as alternate) and Randy Rentschler (with Andy Fremier as alternate) are recommended as substitute spokespersons for the Bay Bridge, focusing on general policy, financial, and legal issues.
- West Approach technical project information would be provided by Ken Terpstra or Dennis Turchon.
- East Span technical project information would be provided by Peter Siegenthaler or Doug Coe.

When Bart Ney knows that the back-up is needed, he would brief the appropriate people on issues that might arise. Mark DeSio in Sacramento and the Public Information Office will also serve as the focal point to direct media to the designated alternate spokespersons.

This proposal is limited to the matter of a back-up media spokesperson in the construction aspects of the Bay Bridge Seismic Safety Project. TBPOC representation is already in place for Bay Bridge media relations outside of construction matters. Randy Rentschler is the spokesperson for BATA and Stephen Maller is the spokesperson for the CTC concerning the Bay Bridge.

We look forward to your feedback on this matter.

AGENDA ITEM 7

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Jon Tapping, Acting SFOBB East Span PM

RE: Agenda No. - 7

Item- Westar DIR Findings

Cost:

See discussion.

Schedule Impacts:

N/A

Recommendation:

Information only.

Discussion:

Attached is the Department of Industrial Relation's (DIR) response to Caltrans May 31, 2004 request for reconsideration of the March 28, 2002 ruling that declared that existing prevailing wage rate determination (NC-63-3-12-2001), was the proper rate for tugboat workers on existing Caltrans marine projects. The Department had significant exposure to additional costs as a result of this original ruling and had included contingencies for these risks in its Risk Management Plans for Skyway and Benicia.

John Rea, Director of DIR, accepted Caltrans arguments and ruled that most of the tugboat and workboat activity on the seismic retrofit jobs was not covered at the time the Department advertised its projects, and that DIR's March 2002 letter does not apply to those projects. The contingencies set aside on these projects for these risks can now be significantly reduced as a result of this latest ruling.

Attachment(s):

Department of Industrial Relation's (DIR) Response to Caltrans May 31, 2004 Request for Reconsideration of the March 28 2002 Ruling.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, Tenth Floor
San Francisco, CA 94102
(415) 703-5050



January 23, 2006

Bruce Behrens, Chief Counsel
Department of Transportation
Business, Transportation & Housing Agency
Attn: Legal Division - M.S. 57
1120 N Street
Sacramento, CA 95814-1438

Edgar Patino, Labor Compliance Officer
City of San Diego
600 B Street, Suite 600
San Diego, CA 92101

Re: Public Works Case No. 2004-023
Prevailing Wage Rates
Richmond-San Rafael Bridge/Benicia-Martinez Bridge/
San Francisco-Oakland Bay Bridge
California Department of Transportation

Public Works Case No. 2003-046
Public Works Coverage
West Mission Bay Drive Bridge Retrofit Project
City of San Diego

Dear Messrs. Behrens and Patino:

This constitutes the determination of the Director of Industrial Relations ("DIR" or "Department") regarding the above-referenced projects, which involve the issues of both public works coverage of towboat operator¹ work under California's Prevailing Wage Law ("CPWL") as well as the applicability and rates of prevailing wages for the work. This determination finds that, although certain towboat operator work is deemed to be public work, prevailing wages are not required to be paid on the above-referenced projects both because the March 28, 2002, letter by former Director Chuck Cake was not a public works coverage determination and there were no prevailing wage rates in effect at the time of the bid advertisement dates for any of the projects at issue.

¹ While the interested parties have referred to this work and the vehicles involved in it by various titles, herein we generally use the term "towboat operator."

Factual Background

On January 23, 1998, DIR Director John Duncan issued a public works coverage determination that found that, except for hauling of materials originating from an adjacent source dedicated to the public works site, or where the materials are immediately incorporated into the public work site, towboat operator work performed in relation to a public works outfall project bid by the City of San Diego was not deemed to be public work requiring the payment of prevailing wages. *PW 97-011, Towboat Operators, Point Loma Rebalasting Outfall Project, South Bay Ocean Outfall Contract No. 3, City of San Diego (January 23, 1998)* ("Point Loma Decision"). The project there included the construction of a sewage pipe laid from shore onto the seabed, secured in part with rock. The rock was transported from a dedicated, on-shore, stockpile site created specifically for the project to the construction site up to 22 miles into the ocean. The workers as to whom the public works coverage issue arose transported by towboat the materials from the dedicated site to the construction site. The towboat operators picked up the materials from the dedicated site on pre-loaded barges and hauled the barges to the site, where they were left for later incorporation into the construction site. The Point Loma Decision analyzed the facts of that case under *O.G. Sansone Company v. Dept. of Transportation* (1976) 55 Cal.App.3d 434, 127 Cal.Rptr. 799, the leading California case to address prevailing wage obligations for the on-hauling of materials to a public works site. Until now, the Point Loma Decision was the only determination to have addressed the public works coverage status of material hauling by towboat operators.

On March 13, 1998, Dorothy Vuksich, Chief of the Division of Labor Statistics and Research ("DLSR") sent a copy of the Point Loma Decision to CalTrans in response to its December 10, 1997, request for a rate of pay determination concerning its seismic retrofit of the San Mateo Bridge. Vuksich's letter stated:

...[I]n your case, there is a question as to whether the marine workers are engaged in construction. According to information provided in your letter, it appears that the workers and their vessels are responsible for transporting personnel, supplies, and equipment for the project. Consistent with a recent Decision on Administrative Appeal, it was determined that "The prevailing wage laws cover construction activity not maritime activity." Therefore, if the work involves only the transport of personnel

and supplies, it could be construed as a water taxi operation and would be exempt from prevailing wages. However, if the work of the crew involves any work on the public works site, prevailing wages may be required. (Footnote and internal citation omitted.)

Vuksich's letter also advised CalTrans that it could seek a "formal coverage determination" if it thought it necessary.

The Point Loma Decision was designated as precedential in December, 1998, but de-designated approximately six months later by a subsequent Administration.

Between April, 1998, and December, 2001, CalTrans advertised for bid several bridge retrofit projects utilizing towboat operators. The parties to the present CalTrans determination appear to agree that the work included hauling of material, equipment, and construction workers to the job sites and that at least some of this hauling was from dedicated sites. They also appear to agree that the towboat operators hauled barges from the project sites to be reloaded at both commercial and dedicated yards. In its correspondence of June 28, 2005, and July 25, 2005, CalTrans asserts that the primary function of the towboat work was the transportation of equipment, construction materials and personnel, and that the work is identical to the work performed by the towboat operators in the Point Loma Decision, and that no construction activity or loading work was performed by the towboat operators.

The International Organization of Masters, Mates and Pilots ("MMP") claims that the towboat work involved both hauling and on-site work, which consists of moving materials to the bridge site and assisting barges in the performance of their work. MMP also asserts that the towboat operators loaded and unloaded the towboats and, to a lesser extent, the barges themselves, to move equipment and personnel to the job site. According to MMP, when materials were involved, the towboat operators moved the barges onto and around the project sites or brought the barges to be reloaded at a commercial or dedicated yard, depending on the materials involved. It is clear that towboat operators transported wet cement and other materials from dedicated as well as commercial yards.

MMP does not claim the towboat operators operated dredgers or incorporated material into the projects, though they do claim that most of the material transported was immediately incorporated into the bridge projects, at least by other workers. MMP and CalTrans

appear to agree that a contractor towed concrete sections of the bridge from a dedicated source in Stockton to the bridge projects.

On February 1, 2002, Local 3, International Union of Operating Engineers ("Operating Engineers") submitted a letter to DIR Director Chuck Cake requesting a project determination and prevailing wage rates for towboat operators on the CalTrans retrofit projects. In response, on March 28, 2002, Cake issued a rate of pay determination that the Dredge Tender/Deckhand rate of pay was the prevailing wage rate ("Cake Letter".) This rate of pay determination was not sent to any awarding body and was never published as a general prevailing wage determination.

The Cake Letter and another authored by Cake on September 19, 2002, to CalTrans stated that the rate applied to projects already underway as well as to new projects. The September 19, 2002, letter by Cake also stated that neither a public works coverage determination nor a petition of the rate of pay determinations had been submitted:

To date this Department has not received a request for a coverage decision on this project for work involving "construction work boats." In addition, the rates issued for the above project have not been petitioned. However, the Department of Industrial Relations through the Division of Labor Statistics and Research has issued a Type of Work/Rate of Pay decision for "construction work boats" on this project (see enclosed letter addressed to Donald R. Doser, Operating Engineers Local Union No. 3, dated March 28, 2002).

On September 25, 2002, Cake advised the Operating Engineers that the classifications of Licensed Construction Boat Operator, On-site, and Unlicensed Construction Boat Worker, On-site, would replace the Dredge Tender/Deckhand classification for towboat work bid after September 1, 2002. On August 22, 2002, effective September 1, 2002, the Department published these new classifications in its general prevailing wage determinations as the first rates ever published for towboat work.²

² Other maritime construction work involving towboats occurred from time to time in and on the shore of the San Francisco and San Diego bays, and some was undoubtedly performed by towboat operators subject to a collective bargaining agreement. Nevertheless, no agreement had ever been provided to the Department for review for publication in the General Prevailing Wage Determinations. In fact, as of this date, despite requests by the DLSR, no union representing the towboat operators has submitted a collective bargaining agreement for consideration.

On August 15, 2002, the City of San Diego ("San Diego") advertised for bid the retrofit of the West Mission Bay Drive Bridge. On April 1, 2003, San Diego requested from the Department a survey for prevailing wage rates for towboat operators. In its letter, San Diego stated that the towboat work performed on the its project consisted of operating a tugboat to move barges; carrying loads of material; assisting ships to move in and out of the harbors and through dangerous and difficult waterways; maneuvering barges around bridges and in tight spaces with precision; controlling the tugboat to tow and push ships; assisting in docking ships; maintaining and refueling the tug; directing the work of the tug's crew; ensuring the safety of the tug and its crew; optional fighting of fire or oil pollution at sea; placement of buoys to mark hazards at sea; salvage work; and rescue operations.

On May 6, 2003, Director Cake sent to San Diego prevailing wage rates for the Dredge Tender/Deckhand classification, which were the classifications Cake had told Operating Engineers were applicable for work performed prior to September 1, 2002. In a follow-up letter of October 3, 2003, San Diego asserted that, because the towboat work on the West Mission Bay project was "essentially identical" to the work performed in the Point Loma Decision, under that decision and *O. G. Sansone Co., supra*, the San Diego project towboat work would not be public work for which prevailing wages were required.

On May 31, 2004, CalTrans requested the DIR to reconsider or withdraw Cake's March 28, 2002, Dredge Tender/Deckhand rate of pay determination. It argued that the towboat work on its bridge projects should not require the payment of prevailing wages because there was no public works coverage determination finding the work to be covered prior to the Cake March 28, 2002, rate of pay determination.

MMP responded to CalTrans' May 31, 2004, request concerning the CalTrans bridge projects, claiming that the towboat operator work is public work and that the Cake decision is a public works coverage determination effective as to all projects. MMP also argued that CalTrans should be equitably estopped from receiving any reconsideration of the March 28, 2002, Cake rate of pay determination because it was dilatory in waiting more than two years to file its "appeal" of the determination. MMP demanded that CalTrans make payments retroactive to the beginning of each of its bridge retrofit projects.

Westar Marine Service ("Westar"), the employer of the towboat operators on the CalTrans projects, has filed two "appeals" from

the March 28, 2002, Cake rate of pay determination, one on February 4, 2003, and another on July 27, 2004.³ They are treated herein as a single appeal.

Discussion

I. Public Works Coverage Determinations And General Prevailing Wage Determinations.

While no project or work requires Department pre-clearance of its status as a public work, the Director of DIR has the authority to issue public works coverage determinations "to determine coverage under the prevailing wage laws regarding either a specific project or type of work to be performed which that interested party believes may be subject to or excluded from coverage as a public works under the Labor Code." California Code of Regulations ("CCR"), title 8, section 16001(a). The Director's authority is "plenary." *Lusardi Construction Company v. Aubry* (1992) 1 Cal.4th 976, 4 Cal.Rptr.2d 837.

Under Government Code section 11425.60, the Director may designate as "precedential" public works coverage determinations that the Department expects its advice and enforcement arms to rely on and that serve as notice to the regulated public of their prevailing wage liabilities. The compendium of precedential public works coverage determinations may be found on the DIR website at <http://www.dir.ca.gov/DLSR/PrecedentialDate.htm>.

A separate and distinct authority of the Director is the issuance of general prevailing wage determinations under Labor Code section 1770.⁴ The general prevailing wage determinations are issued by craft, classification or type of work and published on the Department's website at <http://www.dir.ca.gov/DLSR/PWD/index.htm>. To determine prevailing wages, the Director considers rates established by collective bargaining agreements and rates predetermined for federal public works. Lab. Code § 1773.⁵

³ Weststar paid the higher Operating Engineers wage on some of the work related to the Richmond-San Rafael project to avoid a work stoppage. CalTrans claims that it authorized the additional wage payments because it feared a job action would unreasonably delay completion of the project, adversely affecting the traveling public. Letter from Behrens to Holton/O'Mara, June 28, 2005.

⁴ All further statutory references are to the Labor Code unless otherwise specified.

⁵ See also California Code of Regulations, title 8, section 16200; *Independent Roofing Contractors v. Department of Industrial Relations* (1994) 23 Cal.App.4th 345, 28 Cal.Rptr.2d 550; *California Slurry Seal Association v. DIR* (2002) 98 Cal.App.4th 651, 121 Cal.Rptr.2d 38.

Because of the statutory definition of prevailing wages as a "modal" rate, the resulting rates are, as here, most frequently derived from union agreements in the area. Lab. Code § 1773.9. The Director's rate of pay in effect at the time of an awarding body's call for bids controls for the life of the project.⁶

Under section 1773.6, "[i]f during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he shall make such change available to the awarding body and his determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published."

These rules exist so that awarding bodies and competing bidders can estimate labor costs and enjoy pre-bid certainty. *Metropolitan Water District vs. Whitsett* (1932) 215 Cal. 400. Under section 1773.4, parties enumerated therein may timely petition the Director to review a prevailing wage rate determination on the ground that it has not been determined in accordance with section 1773. In the event there is a type of work with no available rate, the awarding body can request with supporting evidence a "special determination." 8 CCR § 16202.

There is a general obligation for "the representatives of any craft ... needed to execute contracts ... [to] file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements ...," (section 1773.1(e)1, earlier codified as 1773.1 (second paragraph)) so as "[t]o enable the Director to ascertain and consider the applicable rates ... when making prevailing wage determinations..." 8 CCR § 16200(a)(1)(A).

II. Public Works Coverage Of Towboat Operator Work.

Section 1720(a)(1) states in relevant part: As used in this chapter, "public works" means: (1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Section 1772 states: "[w]orkers employed by contractors or subcontractors in the execution of any contract for public works are deemed to be employed upon public work." Sections 1771 and 1774 have similar requirements.

⁶ The prevailing wage rates derived from union collective bargaining agreements, which have a schedule of certain future increases at set dates, will incorporate those predetermined obligations so that the prevailing wage rates are not static on jobs, such as the ones at issue herein, which span many years. See Lab. Code § 1773.9(c).

Clearly, the larger bridge projects undertaken by CalTrans and San Diego are public works in that they are publicly funded construction done under contract. A determination whether the towboat operators working in relation to these projects are deemed to be employed upon public work turns on whether, under sections 1771, 1772, and/or 1774, they are employed by contractors or subcontractors in the execution of any contract for public works.⁷ *O.G. Sansone Company, supra*, the leading California case to address prevailing wage obligations for the on-hauling of materials to a public works site, construes the meaning of this concept.

In *Sansone*, two trucking companies hauled sub-base material to a state public works highway construction project from locations adjacent to and established exclusively for the highway project. The material was purchased by the prime contractor from third parties pursuant to private borrow pit agreements. The third parties then subcontracted with trucking firms to haul the sub-base material to the project.

In analyzing whether the truckers employed by the subcontractors were exempt from prevailing wage requirements, the *Sansone* court quoted extensively from the decision in *H.B. Zachary Company v. United States* (1965) 344 F.2d 352, wherein the federal court looked to the United States Secretary of Labor's administrative interpretations of the Davis-Bacon Act's exclusion of material suppliers from statutory coverage. The *Zachary* court set forth three principal criteria for the denomination of a material supplier. First, a material supplier must be in the business of selling supplies to the general public. Second, the plant from which the material is obtained must not be established specially for the particular contract. Third, the plant may not be located at the site of the work. The *Zachary* court went on to apply the material supplier exemption to the truckers in that case, who were employed by a subcontractor hired by the general contractor. The court found that, since the truckers in question delivered material from material suppliers, they performed a function independent of the contract construction activities and therefore were not required to be paid prevailing wages.⁸

⁷ MMP states simply that the towboat operator work at issue is performed within the bridge construction site(s), which presumably is an argument that it constitutes construction under section 1720(a)(1). The parameters of the "public work" sites herein have not been described by either party and, as such, are not specifically addressed herein.

⁸ The Court's statement that this proposition is "a logical extension of the congressional intent to exclude employees of materialmen from the coverage of the Davis-Bacon Act" indicates prevailing wages need not be paid to any

The *Sansone* court also relied on *Green v. Jones* (1964) 23 Wis.2d 551, 128 N.W.2d 1, which found that Wisconsin prevailing wage law applies to drivers who haul material to a public works site and immediately incorporate the material into the project, no matter whether the material is brought from a general commercial source or a pit opened solely for the purpose of providing material to the public work project. The court stated:

In the course of determining whether Jones' employees were covered under the state's prevailing wage law the court made reference to an opinion of the Wisconsin Attorney General (38 Ops.Wis.Atty.Gen. 481, 483) which the court treated as embodying authoritative internal legislative history of the statute. The court stated (128 N.W.2d at p. 6): 'In response to specific questions the opinion elaborated the coverage tests. If certain materials were stockpiled at the site, then coverage depended upon whether the materials were hauled from a commercial pit operating continuously, in which event there would be no coverage, or whether the materials were hauled from a pit opened solely for the purpose of supplying materials, in which event there would be coverage. (Fn. omitted.) However, if the materials hauled were immediately utilized on the improvement, the drivers were covered regardless of the source of the material.' (*Id.* at 803-804.)

The *Sansone* court noted: "Jones' employees were covered because under the facts of that case the materials hauled were dumped or spread directly on the roadbed and were immediately used in the construction of the project. Thus, the court stated (128 N.W.2d at p. 7): 'In the instant case, although the drivers hauled materials from both commercial and 'ad hoc' pits, such materials were immediately distributed over the surface of the roadway. The drivers' tasks were functionally related to the process of construction.'" *Sansone's* adoption from *Jones* of this second basis is also premised upon the view that prevailing wages should be paid to truckers whose delivery of materials becomes "an integrated aspect of the flow process of construction" and who thereby perform work under the [public work] contract.⁹

truckers delivering materials from general use facilities, whether they are employed by the material suppliers themselves or by the public works contractors.

⁹ Neither *Jones* nor *Sansone* found prevailing wages were due to truckers employed by material suppliers. Under the rationale of *Jones*, however, adopted by *Sansone*, truckers who engage in the process of public work construction through their on-site incorporation of the material they deliver must be paid

Sansone, therefore, establishes two different bases for finding that on-haul truckers are deemed to be employed on public work construction. The first basis pertains to the source of the materials hauled. On-haul truckers, by whomever employed, who haul material from material suppliers are not required to be paid prevailing wages because such delivery to a public works site is a function that is performed independently of the contract construction activities. Conversely, truckers on-hauling materials from a source dedicated to the public work site would be deemed employed on a public work and require the payment of prevailing wages.

The second basis concerns whether the material delivered is immediately incorporated by the truckers into the public work site or stockpiled for later re-handling. On-haul truckers who participate in the immediate incorporation into the public work site of the material they haul are deemed to be employed on public work contract and must be paid prevailing wages. Conversely, truckers who haul to the public work site material that is stockpiled for later use are not deemed to be employed on public work and are therefore not required to be paid prevailing wages.

Contrary to the view espoused by MMP, *Sansone* does not lead to the conclusion that all on-haul work performed by employees of a public works contractor or subcontractor is covered under the CPWL. For the reasons discussed above, only that on-hauling work performed by truckers who transport material from a source dedicated to the public works project to the public work site itself, or where the on-haul truckers engage in the immediate incorporation of the material into the public works project are required to be paid prevailing wages.¹⁰

The above discussion setting forth prevailing wage obligations for trucking under *Sansone* are equally applicable to water-borne transportation. Applying these principles to the work at issue in these cases, only towboat operators who haul materials from dedicated sites or who are involved in the immediate incorporation of materials into the bridge projects are deemed to be employed in the execution of a public work and therefore required to be paid prevailing wages.

prevailing wages. Accordingly, it matters not whether such truckers are employed by material suppliers or public works contractors for prevailing wage obligations to attach under these circumstances.

¹⁰ MMP cites various prior precedential public works coverage determinations in support of this argument. To the extent that any of those determinations are inconsistent with *Sansone* as analyzed herein, they or parts of them cannot be relied upon as a basis for coverage.

III. Prevailing Wage Entitlement For Towboat Operator Work On
The Projects At Issue.

A. The March 28, 2002, Letter Of Former Director Chuck Cake
Is Not A Public Works Coverage Determination.

Having set forth the conditions under which tow boat operators are deemed to be employed on public work, it must now be addressed whether the tow boat operators on the projects in question are entitled to the payment of prevailing wages.

On projects in which awarding bodies directly enter into contracts for public works projects, the date on which the awarding body advertises for bids determines the controlling law for purposes of public works coverage. The bid advertisement dates for the CalTrans projects span from April, 1998, through December, 2001. The San Diego project was advertised for bid on or about August 15, 2002.

The Point Loma Decision, which addressed the circumstances under which towboat operator work for San Diego would require the payment of prevailing wages, issued on January 23, 1998. The Department sent a copy of the Point Loma Decision to CalTrans on March 13, 1998. It was designated precedential in December, 1998, and then de-designated in approximately June, 1999. The index of precedential determinations required to be kept by the Department would not have contained the Point Loma Decision after June, 1999.

CalTrans argues that it is entitled to rely on the Point Loma Decision from the date of its issuance until March 28, 2002, the date of the Cake Letter. Certainly, for the CalTrans projects advertised for bid between January 23, 1998, (the issuance date of the Point Loma Decision) and June, 1999, (the date the Point Loma Decision was de-designated as precedential), it was reasonable for CalTrans to rely on that decision to determine whether any towboat work required the payment of prevailing wages.

MMP's related arguments are essentially two-fold. First, it argues that the Point Loma Decision was incorrectly decided based on both *Sansone* and subsequent Department precedent interpreting *Sansone* in the context of land-based trucking. We reject this argument for the reasons set forth in the discussion above of *Green* and *Jones*, the two cases on which *Sansone* relies.

Second, MMP argues that the Point Loma Decision is unavailable to CalTrans because the Cake Letter is actually a public works

coverage determination which, by its term, applied to all pending projects. For several reasons, the Cake Letter is not a public works coverage determination.

On February 1, 2002, Operating Engineers wrote to Cake and Maria Robbins of DLSR asking for a "project determination" and a "prevailing wage rate" determination. As the public works coverage determinations on the DIR web site show, the Cake Letter does not in form or in content reflect a public works coverage determination. It does not, as is customary, apply the CPWL to the facts of a particular project or type of work and reach a conclusion regarding public works coverage status. The Cake Letter did not issue pursuant to the law authorizing the Director to issue public works coverage determinations. Nor do Department files show that any of the required procedures set forth in 8 CCR § 16001 (request) or 8 CCR § 16002.5 (appeal) for requesting a coverage determination were followed. In fact, the September 19, 2002, letter from Cake to Glen Streiff, Compliance Officer, CalTrans, referenced above, indicates that Cake himself thought he was issuing only a rate of pay determination, not a public works coverage determination. As a rate of pay determination, the Cake Letter cannot be effective for any project bid prior to its issuance, despite the statement that it applies to all pending projects.

An analysis of CalTrans' argument that it should be able to rely on the Point Loma Decision for projects bid on or after that Decision was de-designated as precedential need not be addressed. CalTrans' reliance on that Decision after June, 1999, obtains the same result as the instant determination because they both find coverage of towboat operation that involves only either hauling from a dedicated site or where the towboat operators are involved in the immediate incorporation of the materials hauled into the public works site

- B. There Is No Prevailing Wage Liability For The Projects At Issue Because There Were No Prevailing Wage Rates In Effect In Advance Of The Dates Any Of The Projects Were Advertised For Bid.

It should be noted that the Cake Letter was not made available to either CalTrans or San Diego, the two awarding bodies in question here. It was not until August 22, 2002, that the Department published new rates for the classifications in its General Prevailing Wage Determinations. Such publication fulfilled the Director's responsibility under section 1773.6 to advise awarding bodies of any changes in any prevailing rate of per diem wages in

any locality. These rates were effective September 1, 2002, pursuant to 8 CCR § 16204(a).

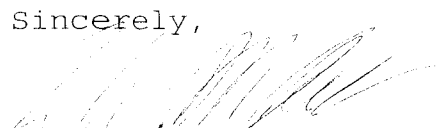
None of CalTrans' bid advertisement dates for the bridge projects at issue took place after September 1, 2002. As indicated earlier, they occurred between April, 1998, and December, 2001. San Diego's sole advertisement for bid took place on August 15, 2002.

In order to enforce prevailing wages, there must be prevailing wage rates available in advance of bid advertisement dates. *Whitsett, supra*. As there were no prevailing wage rates available for towboat operator work prior to the bid advertisement dates for any of the projects at issue, retroactive enforcement of prevailing wages is impermissible.¹¹ The general prevailing wage rates first published effective September 1, 2002, remain in effect for all projects bid after that date unless petitioned pursuant to section 1773.4.

Conclusion

In summary, towboat operators are deemed to be employed on public work when they haul materials to the public work site from a dedicated source or when they immediately incorporate materials into the public works site. Prevailing wages are not required to be paid in connection with any of the public work bridge projects at issue herein both because the Cake Letter was not a public works coverage determination and there were no prevailing wage rates in effect in advance of the bid advertisement dates for any of the projects.

Sincerely,



John M. Rea
Acting Director

¹¹ It should also be noted that under section 1773.4, an interested party, including a labor organization such as MMP, could have petitioned the Director to establish a prevailing wage rate for the towboat operator work in question before the bid submission deadline. This Department's records show neither the filing nor the granting of any such petition.

PROOF OF SERVICE
(Code Civ. Proc. §§ 1013a, 2015.5)

RE: Prevailing Wage Rates
California Department of Transportation
Richmond-San Rafael Bridge/Benicia-Martinez Bridge/
San Francisco-Oakland Bay Bridge
Public Works Case No. 20004-023

Public Works Coverage
City of San Diego
West Mission Bay Drive Bridge Retrofit Project
Public Works Case No. 2003-046

I am employed in the City and County of San Francisco, California. I am over the age of eighteen years and not a party to the within action; my business address is 455 Golden Gate Avenue, Suite 9516, San Francisco, California 94102-3660.

On 10305, I served the enclosed **PUBLIC WORKS DETERMINATION LETTER**, on the parties listed below, through their attorneys of record, by placing true copies thereof in sealed envelopes in addressed as shown below for service as designated below:

(A) By First Class Mail: I am readily familiar with the practice of the Department of Industrial Relations, Office of the Director Legal Unit, for the collection and processing of correspondence for mailing with the United States Postal Service. I caused each such envelope, with first-class postage thereon fully prepared, to be deposited in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection and mailing to the office of the addressee on the date shown herein.

(B) By Personal Service: I caused each such envelope to be personally delivered to the office of the addressee by a member of the staff of the Department of Industrial Relations, Office of the Director Legal Unit, on the date last written below.

1 (C) By Messenger Service: I am readily familiar with
2 the practice of the Department of Industrial
3 Relations, Office of the Director Legal Unit for
4 messenger delivery, and I caused each such envelope
5 to be delivered to a courier employed by Golden
State Overnight, with whom we have a direct billing
account, who personally delivered each such
envelope to the office of the address at the place
and on the date last written below.

6 (D) By Facsimile Transmission: I caused such document to
7 be served via facsimile electronic equipment
8 transmission (fax) on the parties in this action,
9 pursuant to oral and/or written agreement between
such parties regarding service by facsimile by
transmitting a true copy to the following fax
numbers:

<u>TYPE OF</u> <u>SERVICE</u>	<u>ADDRESSEE & FAX NUMBER</u> <u>(IF APPLICABLE)</u>
----------------------------------	---

A	ELEONOR MORTON, ESQ. LEONARD CARDER, LLP 1188 FRANKLIN STREET, SUITE #201 SAN FRANCISCO, CA 94109
---	--

A	MARC D. ROBERTS, ESQ. LAW OFFICES OF MARC D. ROBERTS 3401 CENTRELAKE DRIVE, SUITE #430 ONTARIO, CA 91761
---	---

A	CHERYL PIRTLE, DEPUTY ATTORNEY DEPARTMENT OF TRANSPORTATION LEGAL DIVISION - MS 57 P.O. BOX 1438 SACRAMENTO, CA 94273-0001
---	--

B	ROBERT JONES, ACTING LABOR COMMISSIONER DIVISION OF LABOR STANDARDS ENFORCEMENT DEPT. OF INDUSTRIAL RELATIONS 455 GOLDEN GATE AVE., 9 TH FL. SAN FRANCISCO, CA 94102
---	---

B	DAVID ROWAN, ACTING CHIEF DIVISION OF APPRENTICESHIP STANDARDS DEPT. OF INDUSTRIAL RELATIONS 455 GOLDEN GATE AVE., 10 TH FL. SAN FRANCISCO, CA 94102
---	---

1 B VANESSA L. HOLTON, CHIEF COUNSEL
2 OFFICE OF THE DIRECTOR, LEGAL UNIT
3 DEPT. OF INDUSTRIAL RELATIONS
4 455 GOLDEN GATE AVE., 9TH FL.
5 SAN FRANCISCO, CA 94102

6 B MARIA Y. ROBBINS, DEPUTY CHIEF
7 DIVISION OF LABOR STATISTICS & RESEARCH
8 DEPT. OF INDUSTRIAL RELATIONS
9 455 GOLDEN GATE AVE., 8TH FL.
10 SAN FRANCISCO, CA 94102

11 Executed on 1-15-75, at San Francisco, California.

12 I declare under penalty of perjury under the laws of the State
13 of California that the foregoing is true and correct.
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28

Julie M. Z'berg
JULIE M. Z'BERG

AGENDA ITEM 8

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Bart Ney, SFOBB Public Information Officer
Jon Tapping, Acting SFOBB East Span Project Manager

RE: Agenda No. - 8a

Item- SFOBB East Span SAS Contract Bid Opening Talking Points

Cost:

N/A

Schedule Impacts:

N/A

Recommendation:

Information only.

Discussion:

The Department plans on presenting a draft of the SFOBB East Span SAS Contract Bid Opening Talking Points focusing on 3 scenarios: 1) multiple bidders, 2) one bid, and 3) no bids.

Attachment(s):

Draft SFOBB East Span SAS Contract Bid Opening Talking Points

The Toll Bridge Program Oversight Committee (TBPOC) identified that the largest cost risk remaining on the San Francisco – Oakland Bay Bridge Project was maintaining a competitive bidding pool for the Self-anchored Suspension Span (SAS) contract.

Improving Bid Conditions

Throughout the SAS advertising period the TBPOC worked closely with the construction industry to identify key challenges and mitigate problems. Through value engineering and bidder outreach efforts, many contract enhancements to the SAS were made in order to minimize risks to the construction schedule and to improve competitive bidding:

- The bid opening date of February 1, 2006 was extended to March 22, 2006 at the request of SAS contract bidders to allow them more time to better prepare bids and develop their construction teams.
- A year was added to the current SAS contract during the advertisement period to accommodate for the time bidders have requested to produce and approve engineering drawings, full scale models and to address steel market concerns.
- An enhancement was also made to the existing Cost Reduction Incentive Program that will give a greater return to the contractor in the event that they find more cost effective methods for doing the work.
- The stipend offered to contractors submitting responsive bids was raised from \$3 million to \$5 million, and is intended to be awarded individually to the top three submissions.

High Cost

Although the TBPOC has taken every effort to reduce costs on the SAS contract, several construction and market factors influence the final outcome:

- Rising bonding and insurance costs and requirements have increased construction costs and limited the number of potential bidders thereby decreasing competitive bidding.
- The price of steel has increased over 60% in the past two years. Although recent months have shown stabilization in the steel market, volatility does remain with material costs that impact the SAS contract.
- Current demand for labor in metropolitan areas such as Oakland and San Francisco has increased labor prices, particularly for specialized labor.
- Worldwide demand for construction equipment has impacted its price.
- Hurricanes Katrina and Rita devastated the Gulf Coast of the United States. These events significantly impact shipping costs and the construction labor force. Fuel cost increases and labor shortages due to rebuilding efforts in the Gulf Coast region may also contributed to higher SAS contract costs.
- The value of the U.S. dollar may impact the price of imported materials.

Alternate Talking Point (Extremely High Bid)

If the winning bid comes in over the project allotment and the provided contingency funding the TBPOC has the ability through the Bay Area Toll Authority to raise bridge tolls to increase funding.

Resource Allocation and Monitoring

The TBPOC has the financial resources to award the contract submitted. The total budget outlined in AB 144/SB 66 for the Toll Bridge Seismic Retrofit Program is \$7.785 billion, plus \$900 million in program contingency funds for a total of \$8.685 billion. Through the review process and continuing on through construction the TBPOC will maintain due diligence and will work to minimize construction costs.

Mitigating Time Extensions

The TBPOC has authorized measures to help mitigate some of the time extensions added to the contract:

- To help mitigate some time from extending bid opening from February 1st to March 22nd, the TBPOC has reduced the review process from 60 days to 30 days for awarding the contract. The award date is anticipated to occur in late April.
- A \$50,000 per day contractor incentive clause totaling up to \$9 million, can potentially shorten the overall project construction up to six months.

Bid Review Process

During the bid review process Caltrans assesses the apparent low bid for responsiveness. This process involves an evaluation of the bid prices submitted to verify that they are reasonable. Caltrans analyzes and escrows bid documents verifying compliance with subcontractor and disabled veteran business (DVBE) contract requirements. Caltrans also conducts a pre-award qualification appraisal of the apparent low bidder.

SINGLE BID

DRAFT

The Toll Bridge Program Oversight Committee (TBPOC) identified that the largest cost risk remaining on the San Francisco – Oakland Bay Bridge Project was maintaining a competitive bidding pool for the Self-anchored Suspension Span (SAS) contract.

Improving Bid Conditions

Throughout the SAS advertising period the TBPOC worked closely with the construction industry to identify key challenges and mitigate problems. Through value engineering and bidder outreach efforts, many contract enhancements to the SAS were made in order to minimize risks to the construction schedule and to improve competitive bidding:

- The bid opening date of February 1, 2006 was extended to March 22, 2006 at the request of SAS contract bidders to allow them more time to better prepare bids and develop their construction teams.
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- An enhancement was also made to the existing Cost Reduction Incentive Program that will give a greater return to the contractor in the event that they find more cost effective methods for doing the work.
- The stipend offered to contractors submitting responsive bids was raised from \$3 million to \$5 million, and is intended to be awarded individually to the top three submissions.

TBPOC Strategy

Every feasible strategy for constructing a safe replacement bridge while minimizing construction costs points to completing the Self-anchored Suspension Span in a timely manner. Therefore the single bid received will continue through the review process and an award decision will be made within 30 days.

High Cost

Although the TBPOC has taken every effort to reduce costs on the SAS contract, several construction and market factors influence the final outcome:

- Rising bonding and insurance costs and requirements have increased construction costs and limited the number of potential bidders thereby decreasing competitive bidding.
- The price of steel has increased over 60% in the past two years. Although recent months have shown stabilization in the steel market, volatility does remain with material costs that impact the SAS contract.
- Current demand for labor in metropolitan areas such as Oakland and San Francisco has increased labor prices, particularly for specialized labor.
- Worldwide demand for construction equipment has impacted its price.
- Hurricanes Katrina and Rita devastated the Gulf Coast of the United States. These events significantly impact shipping costs and the construction labor force. Fuel cost increases and labor shortages due to rebuilding efforts in the Gulf Coast region may also contributed to higher SAS contract costs.
- The value of the U.S. dollar may impact the price of imported materials.

Alternate Talking Point (Extremely High Bid)

If the winning bid comes in over the project allotment and the provided contingency funding the TBPOC has the ability through the Bay Area Toll Authority to raise bridge tolls to increase funding.

Resource Allocation and Monitoring

The TBPOC has the financial resources to award the contract submitted. The total budget outlined in AB 144/SB 66 for the Toll Bridge Seismic Retrofit Program is \$7.785 billion, plus \$900

million in program contingency funds for a total of \$8.685 billion. Through the review process and continuing on through construction the TBPOC will maintain due diligence and will work to minimize construction costs.

Mitigating Time Extensions

The TBPOC has authorized measures to help mitigate some of the time extensions added to the contract:

- To help mitigate some time from extending bid opening from February 1st to March 22nd, the TBPOC has reduced the review process from 60 days to 30 days for awarding the contract. The award date is anticipated to occur in late April.
- A \$50,000 per day contractor incentive clause totaling up to \$9 million, can potentially shorten the overall project construction up to six months.

Bid Review Process

During the bid review process Caltrans assesses the apparent low bid for responsiveness. This process involves an evaluation of the bid prices submitted to verify that they are reasonable. Caltrans analyzes and escrows bid documents verifying compliance with subcontractor and disabled veteran business (DVBE) contract requirements. Caltrans also conducts a pre-award qualification appraisal of the apparent low bidder.

The Toll Bridge Program Oversight Committee (TBPOC) identified early on that the largest cost risk remaining on the San Francisco – Oakland Bay Bridge Project was maintaining a competitive bidding pool for the Self-anchored Suspension Span (SAS) contract.

Improving Bid Conditions

Throughout the SAS advertising period the TBPOC worked closely with the construction industry to identify key challenges and mitigate problems. Through value engineering and bidder outreach efforts, many contract enhancements to the SAS were made in to minimize risks to the construction schedule and to improve competitive bidding:

- The bid opening date of February 1, 2006 was extended to March 22, 2006 at the request of SAS contract bidders to allow them more time to better prepare bids and develop their construction teams.
- A year was added to the current SAS contract during the advertisement period to accommodate for the time bidders have requested to produce and approve engineering drawings, full scale models and to address steel market concerns.
- An enhancement was also made to the existing Cost Reduction Incentive Program that will give a greater return to the contractor in the event that they find more cost effective methods for doing the work.
- The stipend offered to contractors submitting responsive bids was raised from \$3 million to \$5 million, and is intended to be awarded individually to the top three submissions.

TBPOC Strategy

The TBPOC remains committed to delivering the Self-anchored Suspension Span in a timely manner. Every feasible strategy for constructing a safe replacement bridge while minimizing construction costs points to completing the SAS promptly.

Industry Contact

The TBPOC will immediately consult with the construction industry and discuss why the reasoning behind why prime contractors chose not to submit bids.

Legal Review

The TBPOC will be investigating what legal options exist before proceeding further with development on the SAS contract.

SAS Design Legislated

It has been clearly established in Assembly Bill 144 that the Self-anchored Suspension Span design will be constructed as the signature span for the Bay Bridge. This design was arrived at through process and will be implemented.

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Jon Tapping, Acting SFOBB East Span Project Manager

RE: Agenda No. - 8b

Item- Dispute Review Board (DRB) Member Selection Process

Cost:

N/A

Schedule Impacts:

N/A

Recommendation:

Information only.

The Department, in concert with BATA and CTC, is implementing proposed SAS DRB member selection enhancement actions to ensure the effectiveness of the SAS DRB.

Discussion:

DRB Background

In the early 1990s, the Department and the construction industry were concerned about the amount of time it generally took to resolve construction contract disputes. The Department, in collaboration with the construction industry, instituted the DRB process as a method of facilitating the early resolution of disputes and reducing the number of construction claims. In 1998, after a successful pilot program, the Department started mandating the use of DRBs for projects in excess of \$10 million and more than 200 working days. Throughout the period of the Department's use of DRBs, DRBs have broadly ruled 55 percent of the time in favor of the contractor's position and 45 percent of the time for the Department's position. The Department generally accepts about 75 percent of DRB recommendations in favor of the contractor while contractors generally accept about 50 percent of those recommendations in favor of the Department.

DRB Provisions

A DRB consists of three members: one member nominated by the Department, one member nominated by the contractor, and a third member (the chairperson) nominated by the first two members. The Resident Engineer, Construction Manager, and Headquarters Construction Coordinator select the Department's representative from a list of qualified individuals that is maintained by the Headquarters Construction "DRB Specialist." The intent is to choose a DRB member whose experience matches the characteristics of the project. Either party may reject the others first DRB member

Memorandum

nominee without cause. The approval of DRB chairman nomination requires approval by each of the parties. The DRB specifications require that DRB members be knowledgeable by submitting a resume of experience and have no conflict of interest by submitting disclosure statements. When a dispute arises that is not resolved at the project, it is referred to the DRB for its review and a recommendation is made on the resolution of the issue. It is required that the DRB issue recommendations based on applicable laws/regulations and pertinent provisions of the contract. The DRB specifications also clearly define timelines and procedures to be followed once an issue is scheduled to be heard by the DRB. DRB hearings are informal with no presentation allowed by attorneys or people who are not directly involved in the project. The DRB can issue unanimous or majority decisions. If there is a majority decision; the minority opinion must be included in the recommendations. The parties have ten days to seek clarification and have 30 days to respond to the ruling that the issue is either resolved or remains unresolved, no response shall conclusively indicate that the parties failing to respond accept the recommendation. DRB recommendations are nonbinding but unresolved issues must be brought before a DRB or they cannot be pursued as a formal claim after the contract is accepted. Final written DRB recommendation reports are admissible as evidence in any subsequent arbitration hearing.

SAS DRB Member Selection -- Proposed Enhancement Actions

- Develop desirable DRB membership characteristics and selection criteria for the SAS project.
- Solicit DRB membership from outside the current list of qualified DRB member candidates. e.g., Dispute Resolution Board Foundation members.
- Toll Program Management Team to concur with DRB member selection actions.
- Raise DRB member stipend payment.

Attachment(s):

None

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Pete Siegenthaler, SFOBB East Span
Construction Manager

RE: Agenda No. - 8c
Item- Skyway Hinge Pipe Beam DRB Findings

Cost:
N/A at this point.

Schedule Impacts:
N/A at this point.

Recommendation:
Information only.

Discussion:
The Department plans on summarizing the general findings made by the Dispute Review Board (DRB) on NOPC No. 11 – Hinge Pipe Beams (SFOBB Skyway Contract, 04-012024).

A brief review of the contractual requirements will be followed by discussion of the DRB findings and next steps.

Attachment(s):
Dispute Review Board's Findings (NOPC#11) – HINGE PIPE BEAMS

DEPARTMENT OF TRANSPORTATION

111 GRAND AVENUE
P. O. BOX 23360
OAKLAND, CA 94612
PHONE (510) 286-5896
FAX (510) 286-6194



*Flex your power!
Be energy efficient!*

February 23, 2006

Dispute Review Board's Findings (NOPC#11) – HINGE PIPE BEAMS

Summary of the general findings and statements made in the DRB's 20 page report:

Section 10120 (Contract Code)

- **Absent a clear expression** in the contract documents that this project is a seismic retrofit project (governed by Streets and Highway Code, Sect 180), the Department impliedly warranted the adequacy of the plans and specifications
- Department had an obligation to furnish complete and accurate plans and specifications
- The contract documents, at time of award, were incomplete
- Due to unknown conditions of completing the work, the Contractor is entitled to compensation for additional work
- TBS qualifies as "a competent mechanic or other builder"

HPS 70W (Material specified to produce Hinge Pipe Beams)

- Difficulties in performing the contract work appears to arise for the Department's choice of specified material
- First-time application of the specified material
- Plans and Specifications defective in that the Department did not alert the contractor that this material had never been rolled into specified shapes and the actual properties would pose severe fabrication problems.

Contractor Responsible for.....

-means and methods of fabricating the Hinge Pipe Beams
-poor workmanship (defective welds)
-all fabrication work required to meet the specified tolerances, except for the additional work occasioned by *unexpected* behavior of the steel
- ... the burden of any increased costs due to the difference in subcontract dollar amounts between Struthers and TBS, as well as any delays that may have resulted.
-cost or time lost due to work suspension, unless the Contractor can establish work stoppage was justified
-equipment breakdowns, except those as a consequence of *unexpected* material issues
- TBS should have granted the Department full access to rolling operations and information

Department Responsible for....

-all hinge pipe beam fabrication work, experimentation, and delays associated with *unknown* and *unanticipated* behavior of the HPB material
- ... repair of welds deemed defective under the "tension criteria"
-testing and investigation (R&D) required to achieve the contract-specified results

Memorandum

TO: Toll Bridge Program Oversight Committee
(TBPOC)

DATE: February 16, 2006

FR: Jon Tapping,
Acting SFOBB East Span Project Manager

RE: Agenda No. - 8d
Item- Bidder Inquiry Update

Cost:
N/A

Schedule Impacts:
N/A

Recommendation:
Information only.

Discussion:

The Department plans on presenting an update to SAS bidder inquiries. The current status as of February 10, 2006 includes the following:

- 294 Inquiries
- 270 Responses Posted
- 24 Inquiries Outstanding

Attached is the status of outstanding inquiries. An updated version will be presented at the February 23rd TBPOC meeting.

Attachment(s):
Bidder Inquiry Status (as of Feb. 10, 2006)

BID INQUIRY STATUS

Inq #	Subject	Date Submitted	Contractor	Resp. Person	Add. #	CR #	Status
184	Str- Breaking strength of "virgin" rope	10/12/2005	American Bridge Company	Matthew Hunter		170	HOLD - pending Legal. CG 2/8.
211	Str- WT section steel	11/18/2005	Ishikawajima-Harima Industries	Matthew Hunter		154	HOLD - pending Legal. CG 2/8.
259	Str- Temporary Tower Design Example, Ductility	12/22/2005	American Bridge Company	Matthew Hunter			JV 12/22.
263	Str- Space to perform UT	12/28/2005	Ishikawajima-Harima Industries	Matthew Hunter		178	HOLD - pending Legal. CG 2/9 (update by MH per BI P7 mtg). CG 2/8.
264	Str- grillage segments	12/28/2005	Ishikawajima-Harima Industries	Matthew Hunter		179	HOLD - pending Legal. RM 2/10. CG 2/8.
266	Str- ductile mechanism	1/4/2006	American Bridge Company	Matthew Hunter			JV 1/5.
268	Str- Revised design criteria	1/9/2006	American Bridge Company	Matthew Hunter		182	JV 1/9.
269	Str- ductile steel braced frames	1/9/2006	American Bridge Company	Matthew Hunter			JV 1/9.
270	Str- Temporary Towers, full tensile capacity	1/9/2006	American Bridge Company	Matthew Hunter			JV 1/9.
271	Str- temporary tower, Ductility	1/9/2006	American Bridge Company	Matthew Hunter			JV 1/9.
273	QA- Seismic Damage on other contracts	1/9/2006	American Bridge Company	Robert Kobal			Part b to JV 1/10. 1/30 part A ready.
274	Str- Pier Cap W2 blockouts	1/9/2006	American Bridge Company	Matthew Hunter			RM 2/7. CG 2/3. SS 2/1. JV 1/9.
279	Str- Clean/Paint Str Steel, Dacromet	1/17/2006	Miscellaneous	Matthew Hunter			Email resp to RM comm 1/24. RM Comm 1/23. CG 1/18.
282	D4- Electronic Mobile Daily Diary System Data Delivery	1/23/2006	Miscellaneous	Bob Zandipour			pending Legal
283	D4- Document Management System	1/23/2006	Miscellaneous	Bob Zandipour			pending Legal
284	D4- Document Mgmt System	1/23/2006	Miscellaneous	Bob Zandipour			pending Legal
285	D4- PMIV relationship	1/23/2006	Miscellaneous	Bob Zandipour			pending Legal
286	D4- PMIV's technology	1/23/2006	Miscellaneous	Bob Zandipour			pending Legal
287	Str- Tie-down cables at W2	1/26/2006	Miscellaneous	Matthew Hunter			HOLD - pending Legal. CG 2/10. (updted by MH per P7 BI mtg).
288	Str - Tie-down cable	1/26/2006	Miscellaneous	Matthew Hunter			RM 2/7. CG 2/3. SS 2/1. JV 1/27.
289	Str- Cable tie-downs	1/26/2006	Miscellaneous	Matthew Hunter			RM 2/7. CG 2/3. SS 2/1. JV 1/27.
291	Str- Tower Leg assembly example	1/30/2006	Caltrans	Bill Zanetich			RM 2/2. CG 1/30.
293	Str- East Cable Anchorage, surface finish	2/10/2006	Miscellaneous	Matthew Hunter			JV 2/10.
294	Str- PPWS configuration structure	2/10/2006	Miscellaneous	Matthew Hunter			JV 2/10.

AGENDA ITEM 9

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Pete Siegenthaler, SFOBB East Span
Construction Manager

RE: Agenda No. - 9a
Item- CCO 83 – Service Platform Design Changes

Cost:

Contract Change Order #83, Service Platform Design Changes, provides \$1,055,531.00 for the fabrication of the 26 service platforms on the Skyway contract; and Contract Change Order #83 Supplemental 1, provides an estimated \$1.0 Million for Service Platform Installation work. This contract change order can be funded through the contract contingencies.

Schedule Impacts:

Due to the critical and time-dependent nature of this work, approval is needed to allow moving forward with the work.

Recommendation:

The Department is requesting approval for Contract Change Order #83, “Service Platform Design Changes, and Contract Change Order #83 Supplemental 1, “Service Platform Installation work”, Contract 04-012024.

Both CTC and BATA staff concur with the necessity of the changes proposed and agree with the estimated cost of this change order.

Discussion:

With respect to Contract Change Order #83, an agreed price has been reached on the cost for fabrication of the platform (\$1,055,531.00). With respect to Contract Change Order #83 Supplemental 1 the Department has not been able to reach agreement with the contractor on the added cost for installation; however, the work will proceed at force account in accordance with the contract provisions.

Attachment(s):

Contract Change Order #83
Contract Change Order Memorandum #83
Contract Change Order #83 Supplemental 1
Contract Change Order #83 Memorandum Supplemental 1
Issue and Approve – CCO #83, CCO #83 Supplemental 1

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 83	Suppl. No. 0	Contract No. 04 - 012024	Road 04-SF,Ala-80- 13.9/14.3,0.0/1.6	FED. AID LOC.: ACIM-080-1(085)8N
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To: KIEWIT / FCI / MANSON a JV

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Revise the Special Provisions Section 10-1.44 "STEEL STRUCTURE," sub-section "FABRICATION" paragraph "Punching" to include the following sentence: "Standard Specification Section 55-3.14A(1) "Punching" shall apply to Item 77-021685 "SERVICE PLATFORMS" only."

Adjustment of Compensation at Lump Sum:

For fabrication of the service platforms (total of 26) in accordance with the revised contract plan sheet numbers 103R5, 104R5, 105R9, 105AR4, 105BR4, 105C, 106R5, and 107R3 of 978 (sheets 2 through 9 of this change order) of the SFOBB East Span Skyway, Bridge No. 34-0006L/R.

For this work, the Contractor shall be paid an agreed Lump Sum amount of \$1,055,531.00. This amount includes compensation for all costs, including markups, all direct and indirect costs, and all overhead costs to fabricate the service platforms as shown on the revised contract plan sheets.

Adjustment of Compensation at Agreed Lump Sum\$1,055,531.00

Estimated Cost: Increase ☒ Decrease ☐ \$1,055,531.00

By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by		
Signature	Resident Engineer: DOUG COE, Supervising Br. Eng.	Date 2-14-06
Approval Recommended by		
Signature	Construction Engineer: PETER SIEGENTHALER	Date 2-14-06
Engineer Approval by		
Signature	(Print name and title) PETER SIEGENTHALER - Chief	Date

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 2/13/2006 Page 1 of 2

TO: PETER SIEGENTHALER / PETER SIEGENTHALER			FILE: E.A. 04 - 012024
FROM: DOUG COE, Supervising Br. Eng.			CO-RTE-PM 04-SF,Ala-80-13.9/14.3,0.0/1.6
			FED. NO. ACIM-080-1(085)8N
CCO#: 83	SUPPLEMENT#: 0	Category Code: CHPA	CONTINGENCY BALANCE (incl. this change) \$51,982,731.31
COST: \$1,055,531.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CCO DESCRIPTION: Service Platform Dimensions			PROJECT DESCRIPTION: REPLACE SFOBB EAST SPAN
LOCATION: IN SAN FRANCISCO AND ALAMEDA COUNTIES IN SAN FRANCISCO AND OAKLAND FROM 1.3 KM EAST OF THE YERBA BUENA ISL			

THIS CHANGE ORDER PROVIDES FOR:

Fabrication of the service platforms (total of 26) in accordance with the revised contract plan sheet numbers 103R5, 104R5, 105R9, 105AR4, 105BR4, 105C, 106R5, and 107R3 of 978 (sheets 2 through 9 of this change order) for the SFOBB East Span Skyway, Bridge No. 34-0006L/R and revising the Special Provisions Section 10-1.44 "STEEL STRUCTURE," sub-section "FABRICATION" paragraph "Punching" to include the following sentence; "Standard Specification Section 55-3.14A(1) "Punching" shall apply to Item 77-021685 "SERVICE PLATFORMS" only."

This change order compensates the Contractor for design revisions needed to address constructability issues in the service platforms. These revisions include extending the service platform support beam dimension beyond the edge of deck to provide clearance for the equipment on the platforms, and changing the connection details for attaching the service platforms to the bridge superstructure. Due to delayed contract drawings, the Contractor submitted TIA No. 21, "Service Platform Redesign," dated August 1, 2005, and TIA No. 21 R1, "Service Platform Redesign (Revised), dated August 15, 2005, indicating an 86-day delay to the project schedule. Although no further revisions have been received, the December, 05, project schedule update shows a 145 day delay to the service platforms. The drawing delay was initiated by revisions that the Designer made to the contract plans. This change order will address drawing revisions, revisions to the Special Provisions, and fabrication changes only. A supplemental change order will address field assembly and installation, delay mitigation, and the Engineer ordered revised service platform mock-up.

Mountain States Steel, a supplier to the Contractor, was to fabricate bid item 72 "FURNISH STRUCTURAL STEEL (BRIDGE BIKE PATH)" and bid item 77 "SERVICE PLATFORMS". Design delays, to fabrication of the "BRIDGE BIKE PATH" conflicted with fabrication of the "SERVICE PLATFORMS". To mitigate schedule impacts the Contractor sought another supplier to fabricate the service platforms. Global Fabricators was contracted to fabricate and supply the service platforms. In order to expedite the fabrication process the Special Provisions are revised to allow for punching of the 19mm plate instead of drilling as allowed per the Standard Specifications. The Design Engineer concurs with this change in the Special Provisions as indicated by the approval of the working drawings.

The State and the Contractor have agreed to a fabrication cost for the revised Service Platforms of \$1,576,444.00 which includes bid item 77 "Service Platforms" bid time anticipated fabrication cost of \$520,913.00 leaving a net additional fabrication cost of \$1,055,531.00. The remaining installation amount of \$129,087.00 included in the total amount of bid item 77 (\$650,000.00 - \$520,913.00) will be credited to the force account installation costs provided for in supplement 1 of this change order.

The method of payment for the increased fabrication costs will be Adjustment of Compensation at Agreed Lump Sum for the amount of \$1,055,531.00. This amount includes compensation for all costs, including markups, all direct and indirect costs, and all overhead costs linked to the fabrication process. A force account analysis is on file in the project records.

Mr. Jon Tapping, Acting SFOBB Toll Bridge Program Manager, provided concurrence on February 14, 2006. A copy of the concurrence provided by Mr. Tapping is attached.

Mr. Pete Siegenthaler, SFOBB Toll Bridge Construction Manager, concurs with this change. A copy of the concurrence signed by Mr. Siegenthaler is attached.

Prior Approval was obtained from Ms. Nancy Bobb, FHWA Bay Bridge Project Manager, via electronic message on September 30, 2005. A printed copy of the prior approval provided by Ms. Bobb is attached.

CONTRACT CHANGE ORDER MEMORANDUM

EA: 012024 CCO: 83 - 0

DATE: 2/13/2006


Page 2 of 2

Design concurrence is provided by Mr. Muthanna S. Omran on September 29, 2005, as indicated by the signature on the revised contract plan sheets.

Maintenance concurrence was obtained from Mr. Kenneth Brown on February 14, 2006. Verbal concurrence provided on this day to be followed with E-mail concurrence.

Authorization to proceed with this change order was issued by Headquarters on October 6, 2005.

Any time adjustment warranted for this change will be addressed in a supplement change order.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	Peter Siegenthaler	Date <u>2-14-06</u>	THIS REQUEST		TOTAL TO DATE
Bridge Engineer:	Douglas Coe 	Date <u>2-14-06</u>	ITEMS	\$0.00	\$0.00
FHWA Representative:	Nancy Bobb	Date 10/3/2005	FORCE ACCOUNT	\$0.00	\$1,000,000.00
Project Engineer:	Peter Siegenthaler	Date	AGREED PRICE	\$0.00	\$0.00
Other (specify):	Jon Tapping, Acting PM	Date	ADJUSTMENT	\$1,055,531.00	\$1,055,531.00
			TOTAL	\$1,055,531.00	\$2,055,531.00
			FEDERAL PARTICIPATION		
TBPOC	Date		<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
	Date		FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
District Prior Approval By:	Date		<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
HQ (Issue Approve) By:	Date		FEDERAL FUNDING SOURCE PERCENT		
Resident Engineer's Signature:	Date				
		<u>2-14-06</u>			

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 83	Suppl. No. 1	Contract No. 04 - 012024	Road 04-SF,Ala-80- 13.9/14.3,0.0/1.6	FED. AID LOC.: ACIM-080-1(085)8N
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To: KIEWIT / FCI / MANSON a JV

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Extra Work at Force Account:

For the increased cost of field assembly and installation, expedited work as directed by the Engineer, and the Engineer ordered mock-up of the revised Service Platforms reimbursement will be Extra Work at Force Account as specified in Section 5-1.21, "Force Account Payment" of the Special Provisions.

The remaining credit of \$129,087.00 from Bid Item 77 "Service Platforms" will be applied to this supplement.

Estimated cost of Extra Work at Force Account\$1,000,000.00

Estimated Cost: Increase ☒ Decrease ☐ \$1,000,000.00

By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by

Signature	Resident Engineer: DOUG COE, Supervising Br. Eng.	Date 2-14-06
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Approval Recommended by

Signature	Construction Engineer: PETER SIEGENTHALER	Date 2-14-06
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Engineer Approval by

Signature	(Print name and title) PETER SIEGENTHALER - Chief	Date
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature	(Print name and title)	Date
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CONTRACT CHANGE ORDER MEMORANDUM

DATE: 2/10/2006 Page 1 of 2

TO: PETER SIEGENTHALER / PETER SIEGENTHALER			FILE: E.A. 04 - 012024
FROM: DOUG COE, Supervising Br. Eng.			CO-RTE-PM 04-SF,Ala-80-13.9/14.3,0.0/1.6
			FED. NO. ACIM-080-1(085)8N
CCO#: 83	SUPPLEMENT#: 1	Category Code: CHPA	CONTINGENCY BALANCE (incl. this change) \$52,047,620.31
COST: \$1,000,000.00		INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
SUPPLEMENTAL FUNDS PROVIDED: \$0.00		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Service Platform Installation		PROJECT DESCRIPTION: REPLACE SFOBB EAST SPAN	
LOCATION: IN SAN FRANCISCO AND ALAMEDA COUNTIES IN SAN FRANCISCO AND OAKLAND FROM 1.3 KM EAST OF THE YERBA BUENA ISL			

THIS CHANGE ORDER PROVIDES FOR:

field assembling and installation of the revised service platforms, expediting work as directed by the Engineer, and the Engineer ordered mock-up of the revised Service Platforms.

The redesign delay and resulting fabrication changes significantly impacted the originally anticipated installation methods of the service platforms. Platforms, planned to be delivered and installed as one piece during construction of the pier table, are now shipped in multiple pieces due to the increase in dimension, therefore requiring assembly in the field and remobilization of equipment. In order to keep the service platforms from impacting the critical path of the progress schedule, expediting the fabrication and/or installation process could become a necessity. This portion of the change order also includes the Engineer ordered fabrication and delivery of a mock-up of the revised Service Platform for Pier E13E.

The method of payment for the increase in installation cost, expediting fabrication and/or installation, and the cost for the mock-up will be Extra Work at Force Account. The anticipated cost for this extra work is estimated at \$1,000,000.00 but due to the as yet un-known installation procedure a contingency of up to \$1,500,000.00 would be advisable.

The remainder of bid item 77 "Service Platforms" (\$129,087.00) will be applied first to this force account change order supplement. Total bid item 77 amount (\$650,000.00) less the fabrication cost applied to CCO No. 83 Supplement 0 (\$520,913.00)

Mr. Jon Tapping, Acting SFOBB Toll Bridge Program Manager, provided concurrence on February 14, 2006. A copy of the concurrence provided by Mr. Tapping is attached.

Mr. Pete Siegenthaler, SFOBB Toll Bridge Construction Manager, concurs with this change. A copy of the concurrence signed by Mr. Siegenthaler is attached.

Prior Approval was obtained from Ms. Nancy Bobb, FHWA Bay Bridge Project Manager, via electronic message on September 30, 2005. A printed copy of the prior approval provided by Ms. Bobb is attached.

Design concurrence is provided by Mr. Muthanna S. Omran on September 29, 2005, as indicated by the signature on the revised contract plan sheets.

Maintenance concurrence was obtained from Mr. Kenneth Brown on February 14, 2006. Verbal concurrence provided on this day to be followed with E-mail concurrence.

Authorization to proceed with this change order was issued by Headquarters on February 14, 2006.

Any time adjustment warranted for this change will be addressed in a supplement change order.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	Peter Siegenthaler	Date	2-14-06	THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Douglas Coe	Date	2-14-06	ITEMS	\$0.00
FHWA Representative:	Nancy Bobb	Date		FORCE ACCOUNT	\$1,000,000.00
Project Engineer:	Peter Siegenthaler	Date		AGREED PRICE	\$0.00
Other (specify):	Jon Tapping Acting PM	Date		ADJUSTMENT	\$1,055,531.00
				TOTAL	\$1,000,000.00
					\$2,055,531.00
			FEDERAL PARTICIPATION		
TBPOC			<input checked="" type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input type="checkbox"/> NONE		
			<input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
			FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
District Prior Approval By:			<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
HQ (Issue Approve) By:			FEDERAL FUNDING SOURCE PERCENT		
Resident Engineer's Signature:					



California Department of Transportation

CONSTRUCTION DIVISION

TO: District 4 CCO Desk

Date: 2/14/2006

Contract No.: 4 - 012024

Road: SF-ALA-80-13.9/14.3, 0.0/1.6

FED. No.: ACIM-080-1(085)8N

To: SARTIPI - 04

Attention: 04 - BELTRAN

HQ Direction:

TO ISSUE AND APPROVE

CCO No. 083

Sup. No. 0

Rev. No. 0

Per Your Submittal Dated: 2/14/2006

CCO Category Code: C - H - S - A

PROVIDES FOR REVISED FABRICATION OF SERVICE PLATFORMS (TOTAL OF 26) IN ACCORDANCE WITH THE REVISED CONTRACT PLAN SHEETS OF THIS CHANGE ORDER (SHEETS 2 THROUGH 9) AND REVISING THE ASSOCIATED SPECIAL PROVISIONS CONCERNING "PUNCHING." DEFERS TIME ADJUSTMENT RELATED TO THIS CHANGE AS THE CONTRACTOR'S TIA HAS NOT BEEN ACCEPTED. A SERVICE PLATFORM INSTALLATION CREDIT WILL BE ADDRESSED ON SUPPLEMENTAL 1.

ISSUE AND APPROVE IS CONDITIONAL ON THE FOLLOWING:

1. OBTAINING THE TBPOC'S ISSUE AND APPROVE AUTHORITY FOR APPROVAL OF THIS CHANGE AS ITS COST EXCEEDS \$1,000,000.00.
2. OBTAINING THE CONTRACTOR'S ACCEPTANCE SIGNATURE ON THE AGREED PRICE CHANGE. NOTE THAT FAILURE TO OBTAIN THE CONTRACTOR'S SIGNATURE WILL REQUIRE A REVISED CCO AND NEW I&A REQUEST.
3. THE TIMELY PROCESSING OF A SUPPLEMENTAL CCO TO RESOLVE THE DEFERRED TIME ASSOCIATED WITH THIS CHANGE.
4. PROPERLY IDENTIFYING THE PLAN SHEET NUMBERING ON THE 8 PLAN SHEET PAGES OF THIS CCO (E.G. SHEET 2 OF 9, ETC.).

THE TOTAL COST OF THIS CHANGE IS SHOWN AS \$1,055,531.00 WITH DEFERRED TIME.

Items:	\$0.00
Force Account:	\$0.00
Agreed Price:	\$0.00
Adj. of Comp.	\$1,055,531.00
Total:	\$1,055,531.00
Time:	(DEFERRED)

Date: 2/14/2006

Page 2 of 2

Contract No.: 4 - 012024

Road: SF-ALA-80-13.9/14.3, 0

FED. NO.: ACIM-080-1(085)8N

CCO No. 083

Sup. No.

0 Rev. No.

0

CCO Category Code: C - H - S - A

Continued:

EUGENE MALLETT,
by: Assistant Division Chief



Ken Darby

Division of Construction
1120 "N" Street, MS-44, Sacramento, CA 95814
Fax Number: (916) 654-5735
To Confirm Transmission, Call (916) 654-5259



California Department of Transportation

CONSTRUCTION DIVISION

TO: District 4 CCO Desk

Date: 2/14/2006

Contract No.: 4 - 012024

Road: SF-ALA-80-13.9/14.3, 0.0/1.6

FED. No.: ACIM-080-1(085)8N

To: SARTIPI - 04

Attention: 04 - BELTRAN

HQ Direction:

TO ISSUE AND APPROVE

CCO No. 083

Sup. No. 1

Rev. No. 0

Per Your Submittal Dated: 2/14/2006

CCO Category Code: C - H - S - A

PROVIDES ADDITIONAL COMPENSATION FOR INCREASED COSTS ASSOCIATED WITH INSTALLATION OF THE REVISED SERVICE PLATFORMS, INCLUDING FIELD ASSEMBLY, EXPEDITED WORK AS DIRECTED BY THE ENGINEER AND ORDERED MOCK-UP OF THE REVISED SERVICE PLATFORMS. DEFERS A TIME ADJUSTMENT FOR THIS WORK. CREDITS \$129,087.00 FROM BID ITEM 77, "SERVICE PLATFORMS," FOR INSTALLATION WORK.

ISSUE AND APPROVE IS CONDITIONAL ON THE FOLLOWING:

1. OBTAINING THE TBPOC'S ISSUE AND APPROVE AUTHORITY FOR APPROVAL OF THIS CHANGE AS ITS CUMULATIVE COST EXCEEDS \$1,000,000.00.
2. OBTAINING THE CONTRACTOR'S ACCEPTANCE SIGNATURE ON THE CHANGE INVOLVING THE CREDIT ASSOCIATED WITH THE ORIGINAL ITEM PRICE. NOTE THAT FAILURE TO OBTAIN THE CONTRACTOR'S SIGNATURE WILL REQUIRE A REVISED CCO AND NEW I&A REQUEST. ALSO NOTE THAT THIS CREDIT AMOUNT SHOULD BE SHOWN IN THE CCO MEMO'S ESTIMATE OF COST AS A CREDIT UNDER THE ADJUSTMENT CATEGORY. LIKEWISE WITHIN THE CCO, THE CREDIT SHOULD BE SHOWN AS ADJUSTMENT OF COMPENSATION AT AGREED UNIT PRICE.
3. THE TIMELY PROCESSING OF A SUPPLEMENTAL CCO TO RESOLVE THE DEFERRED TIME ASSOCIATED WITH THIS CHANGE.
4. IT IS UNDERSTOOD THAT ADDITIONAL INSTALLATION COSTS (APPROXIMATELY \$500,000) MAY BE EXPERIENCED DUE TO THIS CHANGE IN A SUPPLEMENTAL CCO.

THE TOTAL COST OF THIS CHANGE, INCLUDING THIS SUPPLEMENTAL, IS ESTIMATED AS \$1,926,444.00 WITH DEFERRED TIME.

Items:	\$0.00
Force Account:	\$1,000,000.00
Agreed Price:	\$0.00
Adj. of Comp.	(\$129,087.00)
Total:	\$870,913.00
Time:	(DEFERRED)

Date: 2/14/2006

Page 2 of 2

Contract No.: 4 - 012024

Road: SF-ALA-80-13.9/14.3, 0

FED. NO.: ACIM-080-1(085)8N

CCO No. 083 Sup. No. 1 Rev. No. 0 CCO Category Code: C - H - S - A

Continued:

EUGENE MALLETTE,
by: Assistant Division Chief



Ken Darby

Division of Construction
1120 "N" Street, MS-44, Sacramento, CA 95814
Fax Number: (916) 654-5735
To Confirm Transmission, Call (916) 654-5259

AGENDA ITEM 10

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Jon Tapping, Acting SFOBB East Span Project Manager

RE: Agenda No. - 10a

Item- South/South Detour Contract Risk Management Plan

Cost:

See discussion.

Schedule Impacts:

See discussion.

Recommendation:

Information only.

Discussion:

The SSD risk management plan not only assesses the impacts of identified risks on project cost and schedule, but also on project scope and quality (e.g., traffic operational impacts and public inconvenience). For example, the SSD risk management plan identifies the potential of prolonged traffic use on SSD as one of the major risks affecting traffic operations and public acceptance. It should be noted that potential responses to reduce this risk may result in SSD contract cost and schedule impacts, however, SFOBB corridor impacts and other considerations, such as minimizing the period of SSD traffic use time that traffic should be duly considered as part of the SSD risk response plan.

Consequently, a focus group was established to assess SSD/YBI and SFOBB corridor coordination. The mission of the focus group was to assess and recommend a SSD/YBITS coordination strategy that prudently balances SSD, YBI, and SFOBB corridor cost and schedule risks, while minimizing the period of SSD traffic use (currently estimated at 6 years). The risk response recommendations resulting of the focus group are addressed under separate cover.

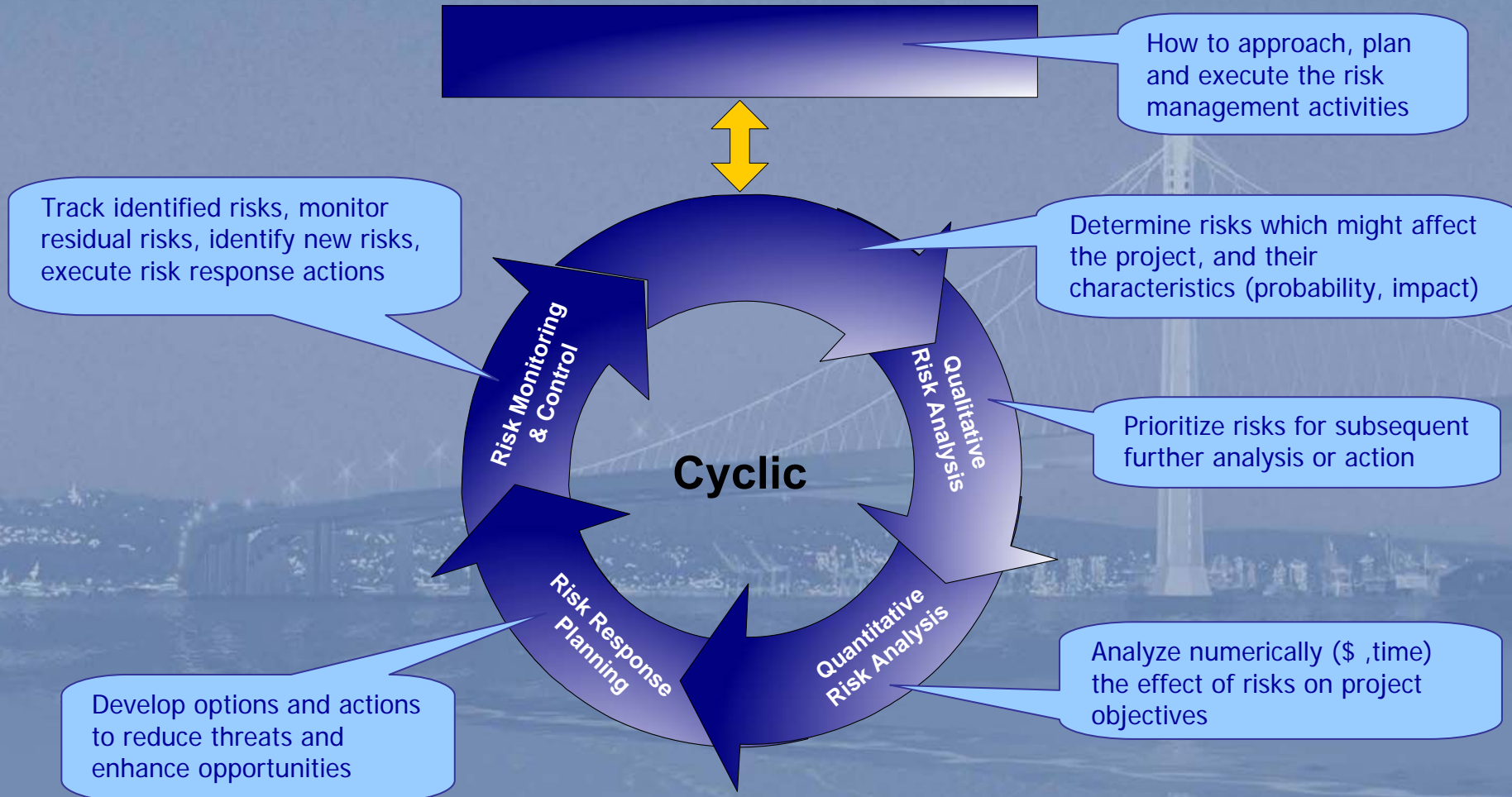
Attachment(s):

PowerPoint presentation of the Status of the South-South Detour (SSD) Contract Risk Management Plan

South-South Detour Risk Management



Caltrans Risk Management Cycle



Risk Response Team

Project Management	Pete Siegenthaler	SFOBB Construction Manager
Project Management	Jon Tapping	Risk Manager
Project Management	Rob Kobal	Construction Coordinator
Project Management	Jon Tapping	Project Manager (interim)
Construction	Rick Morrow	Area Construction Manager
Construction	Lourdes David	Senior Resident Engineer
Construction	Gary Lai	Senior Structure Representative
Functional Support	Tom Ostrom	Supervising Bridge Engineer (OSD)
Functional Support	Dan Adams	Senior Bridge Engineer (OSD QA)
Functional Support	Steve Hulsebus	Supervising Transp. Engineer (D - 4)
Functional Support	Ken Brown	Supervising Bridge Engineer (Maint.)
Functional Support	Barry Loo	Traffic Manager
Functional Support	Dale McCrossen	Operations (Highway Ops)
Functional Support	Bart Ney	Public Information Officer
Project Oversight	Stephan Maller	CTC representative
Project Oversight	Ted Hall	BAMC representative
Risk Management	Rein Lemberg	Caltrop

Risk Management Impact Categories

	Very Low	Low	Moderate	High	Very High
Cost (Budget) \$100,000,000	Insignificant cost increase	<5% cost increase	5-10% cost increase	10-20% cost increase	>20% cost increase
Schedule (Time) 1066 days (475 days + 2 contract time extensions)	Insignificant schedule slippage	<5% project slippage	5-10 % project slippage	10-20% project slippage	>20% project slippage
Scope (Functionality) 5 lanes traffic+ EB ramp open all times per lane closure chart. 24/7 access for USCG.	Decreases barely noticeable	Minor areas are affected	Reduction requires client (TBPOC) approval	Reduction is unacceptable	Termination of project
Quality (Safety/ Public impact) Inconvenience to or safety of public traffic.	Minor inconvenience (less than 100 people)	Inconvenience (more than 100 people or 1 hour traffic backup)	Minor monetary loss (less than 100 people).	Monetary loss (more than 100 people, or significant increase in accidents)	Loss of life/property

Risk Register

Dist - E.A 04-0120R4 SSD

Date 1/6/2006













04-0120R4 SSD - PROJECT RISK MANAGEMENT PLAN																			
Identification							Qualitative Analysis											Qualitative Analysis	
Status	ID #	Category	Threat/Opportunity Event	SMART Column	Risk Trigger	Current status/assumptions	Probability of Event Occurring	Cost				Time		Scope (Functionality)		Quality (Safety/ Public Impact)		Strategy	
								Cost Impact	Risk Matrix	High	Low	Most likely	Probability y (%)	Time Impact	Risk Matrix	Scope (Functionality) Impact	Risk Matrix		Quality (Safety/ Public Impact) Impact
Active							Very High	Very High	>20% Contract cost	\$ 20,000,000	\$ 20,000,000		0.9	Very High	>20% Contract time	Very High	Unusable	Very High	Loss of life
Dormant							High	High	10-20%	\$ 10,000,000	\$ 10,000,000		0.7	High	10-20%	High	Unacceptable	High	monetary loss - minor
Retired							Moderate	Moderate	5-10%	\$ 5,000,000	\$ 5,000,000		0.5	Moderate	5-10%	Moderate	Needs Approval	Moderate	inconvenience
							Low	Low	<5%	\$ 2,500,000	\$ 2,500,000		0.3	Low	<5%	Low	Stalely noticed	Low	Minor inconvenience
							Very Low	Very Low	Insig	\$ 1,000,000	\$ -		0.1	Very Low	Insig	Very Low	Stalely noticed	Very Low	Minor inconvenience
Active	1	Unanticipated by contract	Something not envisioned by the performance based design contract mechanism causes increased costs or delays to the contract	Performance based design contract is a new project delivery mechanism for the Department which may ultimately be determined to have flaws or elements that are not technically possible. Portions of the Contractor's design do not conform with the contract. Some of these changes may be technically acceptable.	The argument results in cost or time added to the contract	Risk is ongoing. There is a dispute currently over responsibilities for costs to incorporate new design criteria where the Contractor is responsible for the design, and such design has deviated from contract criteria.	Very High	High	Probability VH H M M L L VL VL	\$ 20,000,000	\$ 10,000,000	\$ 15,000,000	0.9 0 0 0 0 0 0	High	Probability VH H M M L L VL VL	Low	Probability VH H M M L L VL VL	Low	Probability VH H M M L L VL VL
Active	2	Contract interpretation	QC/QA responsibilities in dispute between the Contractor and the Department causes an impact.	Contractor bids must make assumptions if contract requirements are unclear or difficult or impossible to perform. For example the Contractor assumed Department would do QC of pile construction to determine if there are anomalies and what to do about them. Another example: OSD concerns about the ETI design viability may stall review.	Risk occurs if there is an NOPC or escalation of issue up the partnering ladder.	@ETI, we are concerned about viability of design.	Very High	High	Probability VH H M M L L VL VL	\$ 20,000,000	\$ 10,000,000	\$ 15,000,000	0.9 0 0 0 0 0 0	Low	Probability VH H M M L L VL VL	Moderate	Probability VH H M M L L VL VL	Very Low	Probability VH H M M L L VL VL
Active	14	Contract interpretation	Dispute over who is the Engineer design shop	Dispute over who is the Engineer design shop	Dispute over who is the Engineer design shop	Dispute over who is the Engineer design shop	Very High	Moderate	Probability VH H M M L L VL VL	\$ 10,000,000	\$ 5,000,000		0.9 0 0 0	Very Low	Probability VH H M M L L VL VL	Very Low	Probability VH H M M L L VL VL	Very Low	Probability VH H M M L L VL VL
Active	3	Contractor design	Short term problems with load transfer at East Tie-in causes delay and impacts traffic and public safety during construction.	These structures must be attached to the existing structure. Should something unanticipated about the load transfers happen that is outside of contingency plans, traffic could be significantly impacted. A contingency plan may include shutting down the bridge to live traffic.	Structural problems develop, prohibiting opening of all lanes/ramps by more than 1 hour.	Awaiting Contractor's design for ETI staging and contingency	High	Very Low	Probability VH H M M L L VL VL	\$ 10,000	\$ -	\$ 5,000	0.7 0 0 0	Very Low	Probability VH H M M L L VL VL	Moderate	Probability VH H M M L L VL VL	Very High	Probability VH H M M L L VL VL
Active	4	Contractor design	Short term problems with load transfer at West Tie-in causes delay and impacts traffic and public safety during construction.	The tie in structures must be attached to the existing structure. Should something unanticipated about the load transfers happen that is outside of contingency plans, traffic could be significantly impacted. A contingency plan may include shutting down the bridge to live traffic.	Structural problems develop, prohibiting opening of all lanes/ramps by more than 1 hour.	WTI has issues similar to West Approach, but we have the design.	Low	Very Low	Probability VH H M M L L VL VL	\$ 10,000	\$ -	\$ 5,000	0.3 0 0 0	Very Low	Probability VH H M M L L VL VL	Moderate	Probability VH H M M L L VL VL	Very High	Probability VH H M M L L VL VL
Active	5	Contractor design	Long term problems (after initial load transfer) with load transfer at East Tie-in impacts traffic and public safety during construction. Note this is a program level risk as well.	The tie in structures must be attached to the existing structure. Should something unanticipated about the load transfers happen that is outside of contingency plans, traffic could be significantly impacted. A contingency plan may include shutting down the bridge to live traffic.	Structural problems develop and monitoring shows more change than contingency plans allow.	Awaiting Contractor's design for ETI staging and contingency. Does not include program costs.	Moderate	Low	Probability VH H M M L L VL VL	\$ 5,000,000	\$ -	\$ 2,500,000	0.5 0 0 0	Low	Probability VH H M M L L VL VL	Very High	Probability VH H M M L L VL VL	Very High	Probability VH H M M L L VL VL
Active	6	Contractor design	Long term problems (after initial load transfer) with load transfer at West Tie-in impacts traffic and public safety during construction. Note this is a program level risk as well.	The tie in structures must be attached to the existing structure. Should something unanticipated about the load transfers happen that is outside of contingency plans, traffic could be significantly impacted. A contingency plan may include shutting down the bridge to live traffic.	Structural problems develop and monitoring shows more change than contingency plans allow.	WTI has issues similar to West Approach, but we have the design. Does not include program costs.	Low	Low	Probability VH H M M L L VL VL	\$ 5,000,000	\$ -	\$ 2,500,000	0.3 0 0 0	Low	Probability VH H M M L L VL VL	Very High	Probability VH H M M L L VL VL	Very High	Probability VH H M M L L VL VL
Active	7	Schedule	Construction acceleration forces premature in service.	If something happens that deviates from the current decision document (8-26-05), traffic could be significantly impacted.	CCO 2452 is not approved.	CCO 2452 formalizes direction to restart construction on the I-205 April 17, 2006, but is not yet approved or funded.	Very Low	High	Probability VH H M M L L VL VL	\$ 20,000,000	\$ 10,000,000	\$ 15,000,000	0 0 0 0.1	Very Low	Probability VH H M M L L VL VL	Very Low	Probability VH H M M L L VL VL	High	Probability VH H M M L L VL VL





























Risk Identification

Qualitative Analysis

The Top Risks

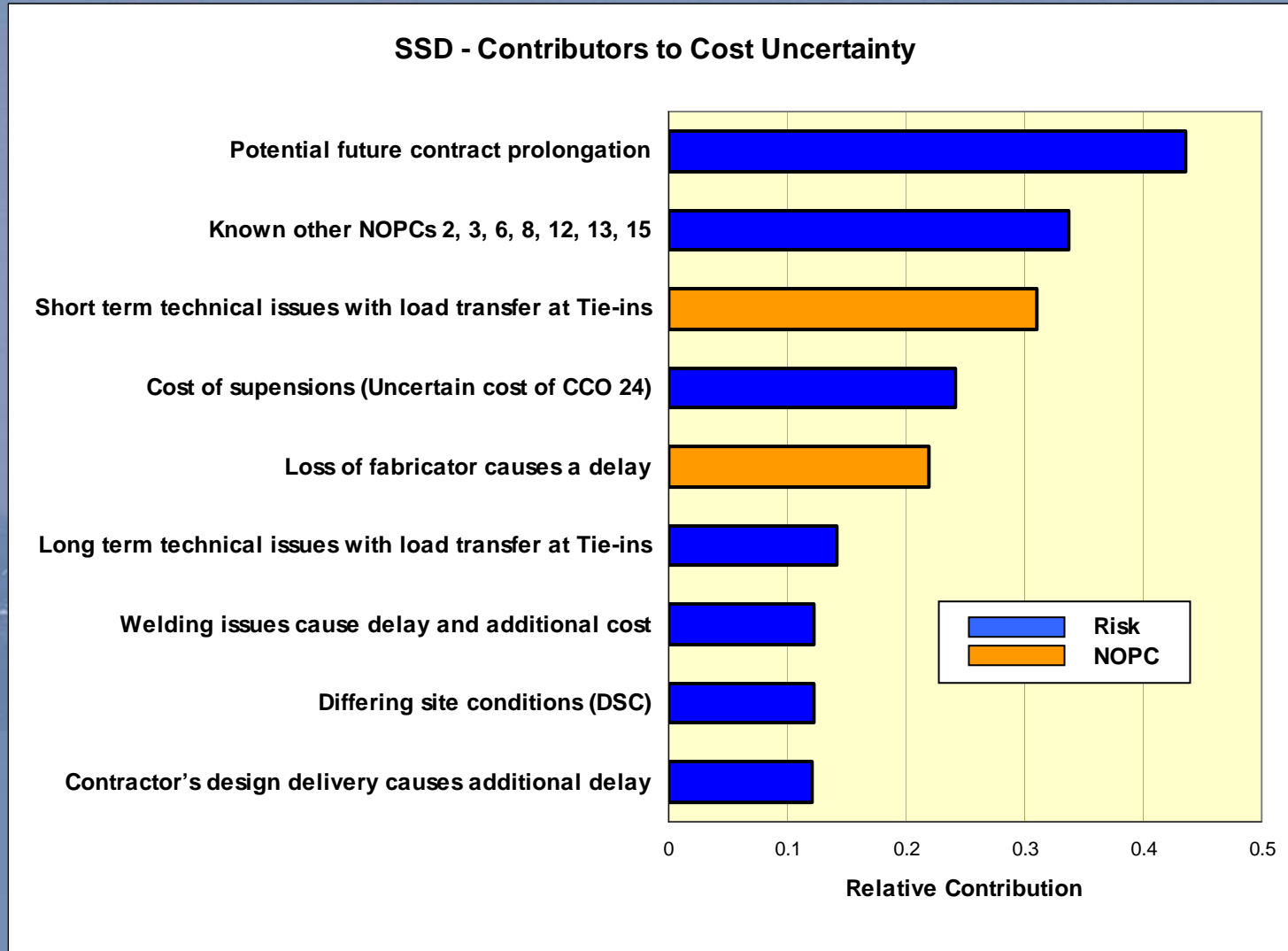
Risks having High Exposure

	Cost	Schedule	Scope	Quality
High Exposure				
Medium Exposure				
Low Exposure				

Short term technical issues with load transfer at Tie-ins				
Long term technical issues with load transfer at Tie-ins (Note 1)				
Potential for extended traffic detour use and/or future contract prolongation				
Potential future NOPCs				
Differing site conditions				
Contractor's design delivery causes additional delay				
Loss of fabricator causes a delay				

Note 1: Could affect YBI project.

Tornado Diagram



Risk Responses

Short term technical issues with load transfer at tie-ins	Scrutinize contingency plans. Do not allow start of work without assurance that there will be no possibility for safety or public impact. Direct/purchase design enhancements if necessary.
Long term technical issues with load transfer at tie-ins	Scrutinize contingency plans. Do not allow start of work without assurance that there will be no possibility for safety or public impact. Direct/purchase design enhancements if necessary. Identify who monitors the long term monitoring system.
Potential future NOPCs	Strive to resolve issues before they become NoPCs. Evaluate as NoPCs are filed, take issues to DRB.
Differing site conditions (DSC)	Be on site as Contractor starts to work. Monitor structural issues that arise on West Approach project (existing construction is similar).
Contractor's design delivery causes additional delay	Hold monthly executive partnering meetings. Hold weekly design status meetings. Implement joint short and long term deadlines; track and manage.
Potential for extended detour use and/or future contract prolongation	Focus group assessment of SSD/YBI and SFOBB corridor schedule management. Recommendations to be presented to TBPOC
Loss of fabricator causes a delay	Discuss with contractor, monitoring search for alternate fabricators.

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Jon Tapping, Acting SFOBB East Span Project Manager

RE: Agenda No. - 10b

Item- South-South Detour and Yerba Buena Island (YBI) Schedule
Management/Coordination Strategy

Cost:
See discussion.

Schedule Impacts:
See discussion.

Recommendation:

As a result of a focus group assessment, the attached Powerpoint presentation and following recommendations will be presented for the TBPOC's approval at the February 23, 2006.

- Manage pacing of SSD East & West tie-in work, resulting in an estimated 12 month extension to SSD contract work.
- Provide a YBITS contract schedule that incorporates a 10 month SFOBB corridor schedule contingency.
- Further assess potential corridor schedule risk responses such as advancing YBITS foundation work and accelerating portions of Oakland touchdown No. 2 work.
- Implement later stage YBITS work (SSD demolition, viaduct retrofit, eastbound on ramp, bike path) under a separate contract.

The above recommendations have been discussed with and concurred by the PMT.

Discussion:

The South-South Detour (SSD) contract (currently under construction) was awarded based upon a SFOBB corridor schedule that provided for a Westbound SFOBB traffic opening of December 2006. The current schedule is for the westbound traffic open in Spring of 2012 assuming a SAS early completion. Furthermore, the current YBI Transition Structures (YBITS) contract (currently under design) schedule was established based upon an assumed SAS bid opening of February 1, 2006. Moreover, over the last several months, Caltrans and the TBPOC have implemented a number of SFOBB corridor schedule risk management enhancements, including a design change to the Hinge K interface between the SAS and YBITS and the removal of the early SAS W2 capbeam

Memorandum

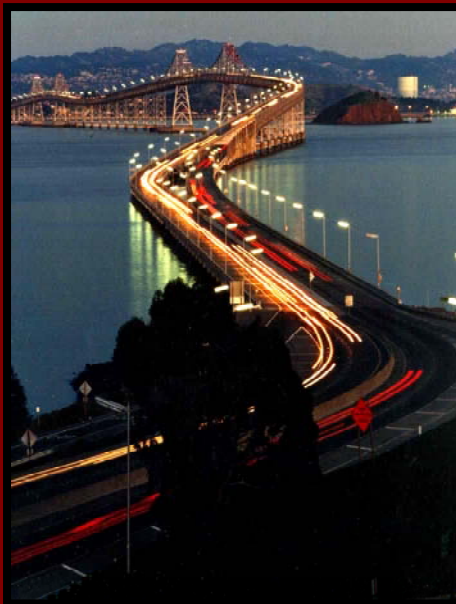
completion milestone. These contract enhancements provide added flexibility with respect to YBITS contract schedule interface and coordination.

As a result of these issues and risks identified under the SSD risk management plan, a focus group was established to assess SSD/YBI and SFOBB corridor coordination. The mission of the focus group was to assess and recommend a SSD/YBITS coordination strategy that prudently balances SSD, YBI, and SFOBB corridor cost and schedule risks, while minimizing the period of SSD traffic use (currently estimated at 6 years). The SSD risk management plan identified prolonged traffic use on SSD as one of the major risks affecting traffic operation quality and public acceptance. The focus group performed an exhaustive analysis of the potential options and made several presentations to the PMT. In assessing the various options, the focus group considered the following factors in arriving at a recommendation: 1) period of SSD traffic use, 2) SFOBB corridor schedule and cost risk, and 3) flexibility provided for potential future changes. It should be noted that, although certain options may result in SSD contract cost impacts, the overall resulting SFOBB corridor impacts and other considerations, such as minimizing the period of SSD traffic use time that traffic, were assessed by the focus group in making a recommendation.

Options considered (in various combinations) included, but were not limited to, continuing with the current SSD schedule, pacing SSD tie-in work, optimizing the YBITS schedule as a result of the elimination of the Hinge K interface, pacing the advertisement of the YBITS contract, eliminating tie-in work under the SSD contract, procuring a new contract to complete SSD tie-in work, combining the SSD tie-in work into the YBITS contract, advancing portions or providing separate procurement of certain YBITS work, terminating all SSD work, and including SSD in a separate contract with a Caltrans design.

Attachment(s):

PowerPoint Presentation of the South-South Detour and Yerba Buena Island (YBI) Schedule Management/Coordination Strategy

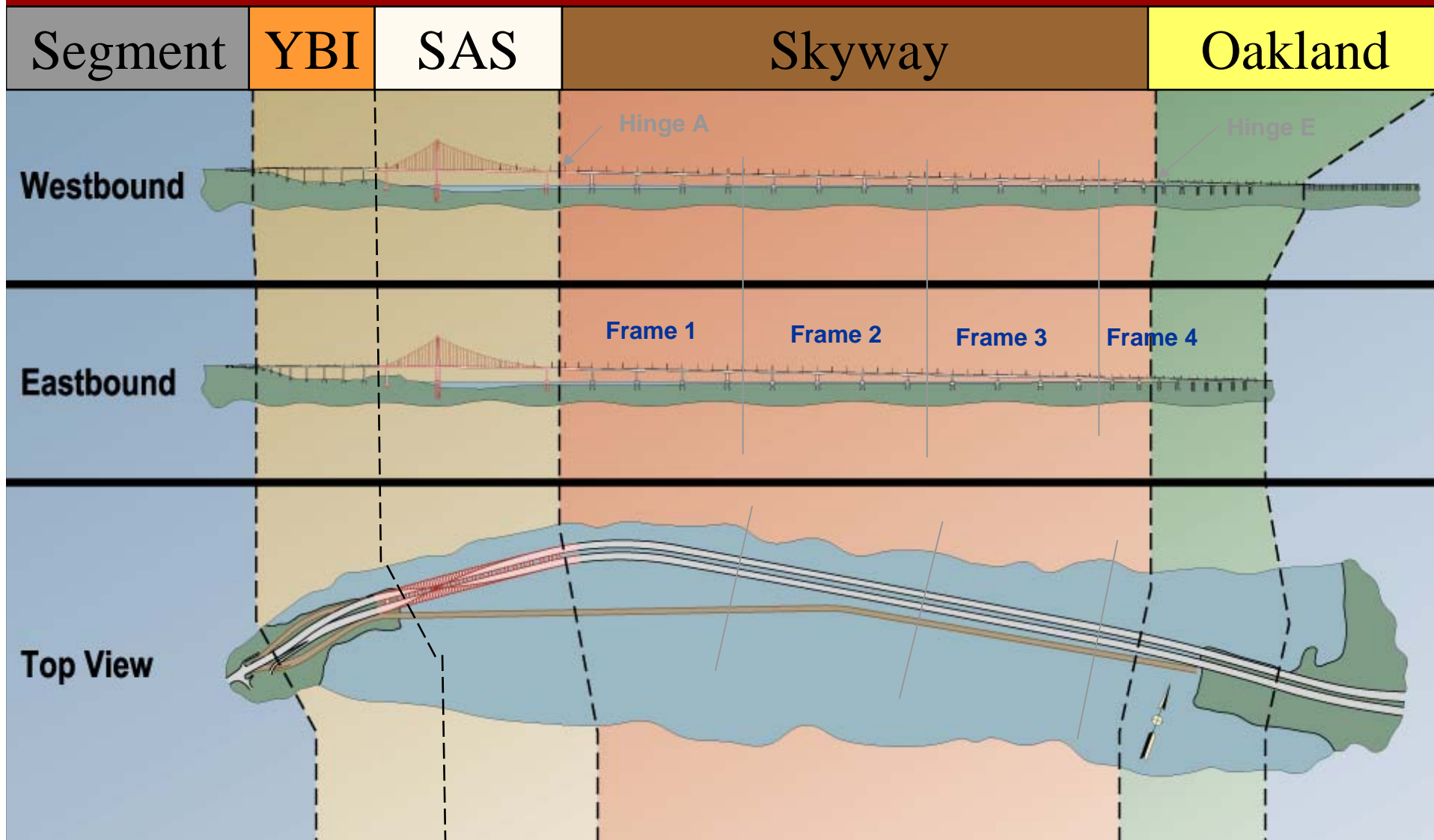


Toll Bridge Program Oversight Committee Meeting

February 23, 2006



East Span Replacement Contracts



YBI Construction Sequence

Completed Contracts

Contract 04-012074
Midden Site
Complete January 2003

Contract 04-01204 Pier W2
Complete October 2004

Contract 04-0120G4
Substation & Viaduct
Retrofit
Complete May 2005

Contract 04-0120Q4
USCG Rd. Relocation
Complete June 2004



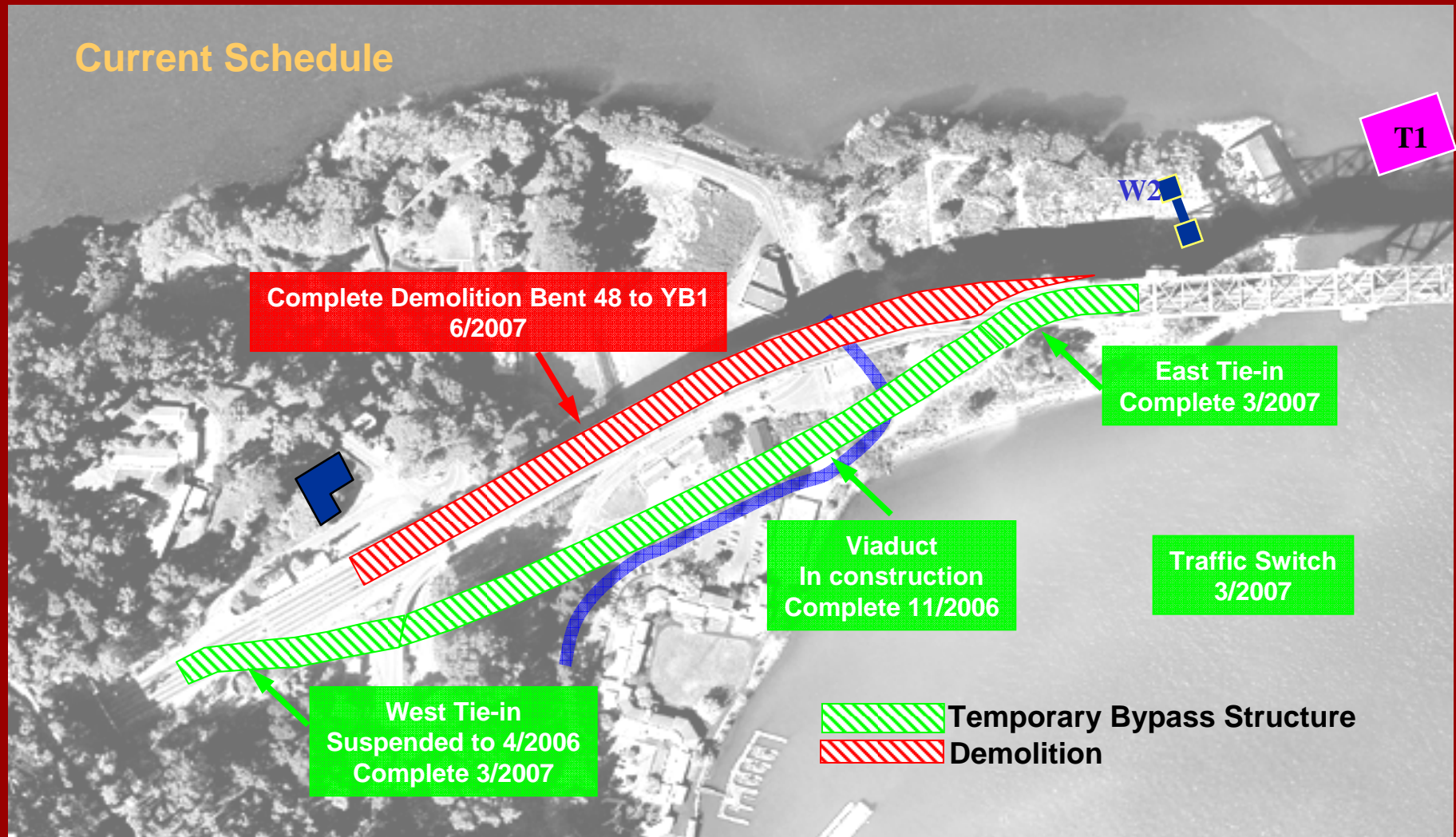
THE SAN FRANCISCO-OAKLAND
BAY BRIDGE
SEISMIC SAFETY PROJECT

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

YBI Construction Sequence

South-South Detour Contract 04-0120R4

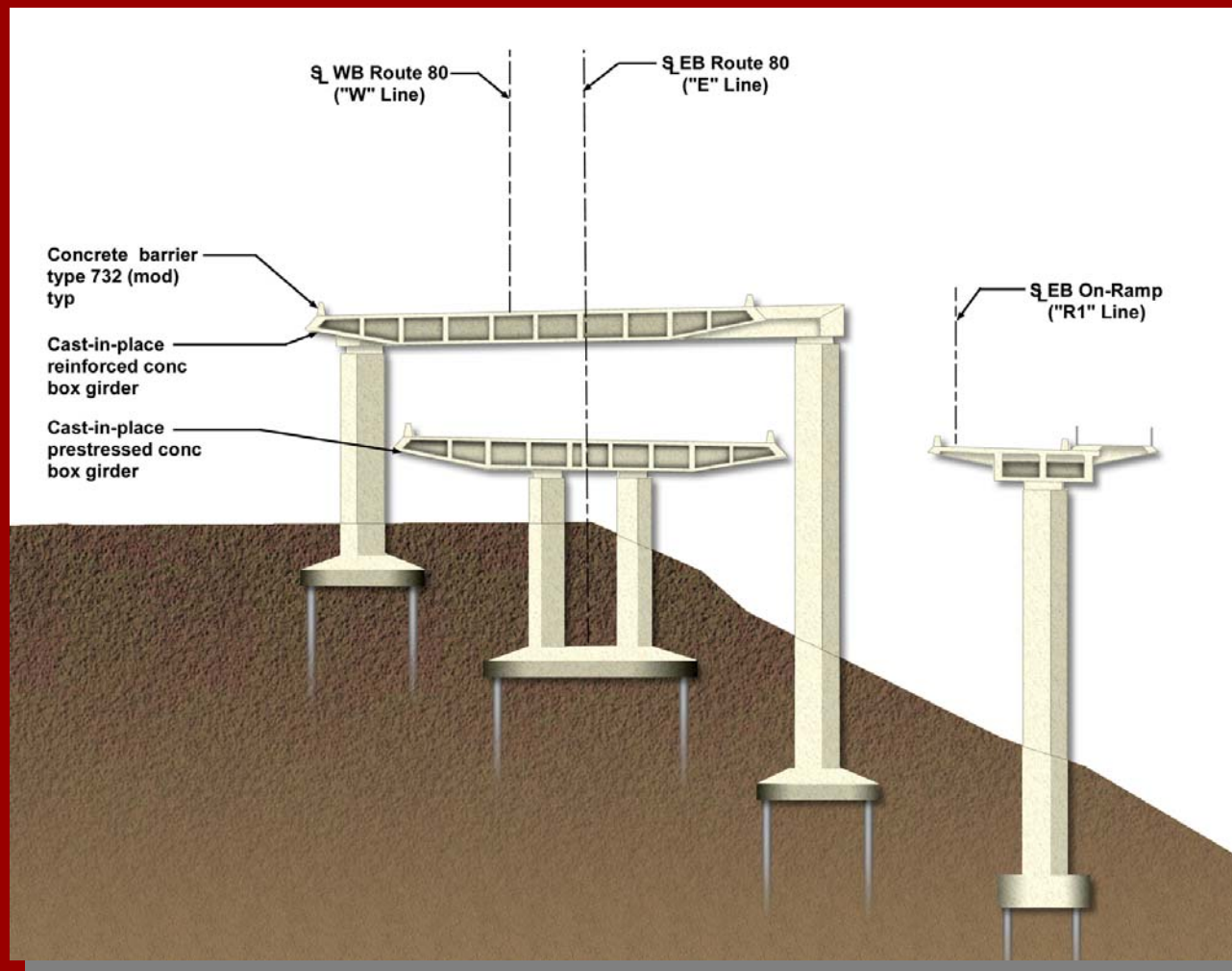
Current Schedule



THE SAN FRANCISCO-OAKLAND
BAY BRIDGE
SEISMIC SAFETY PROJECT

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

YBI Construction Sequence



YBI Transition - Cross Section

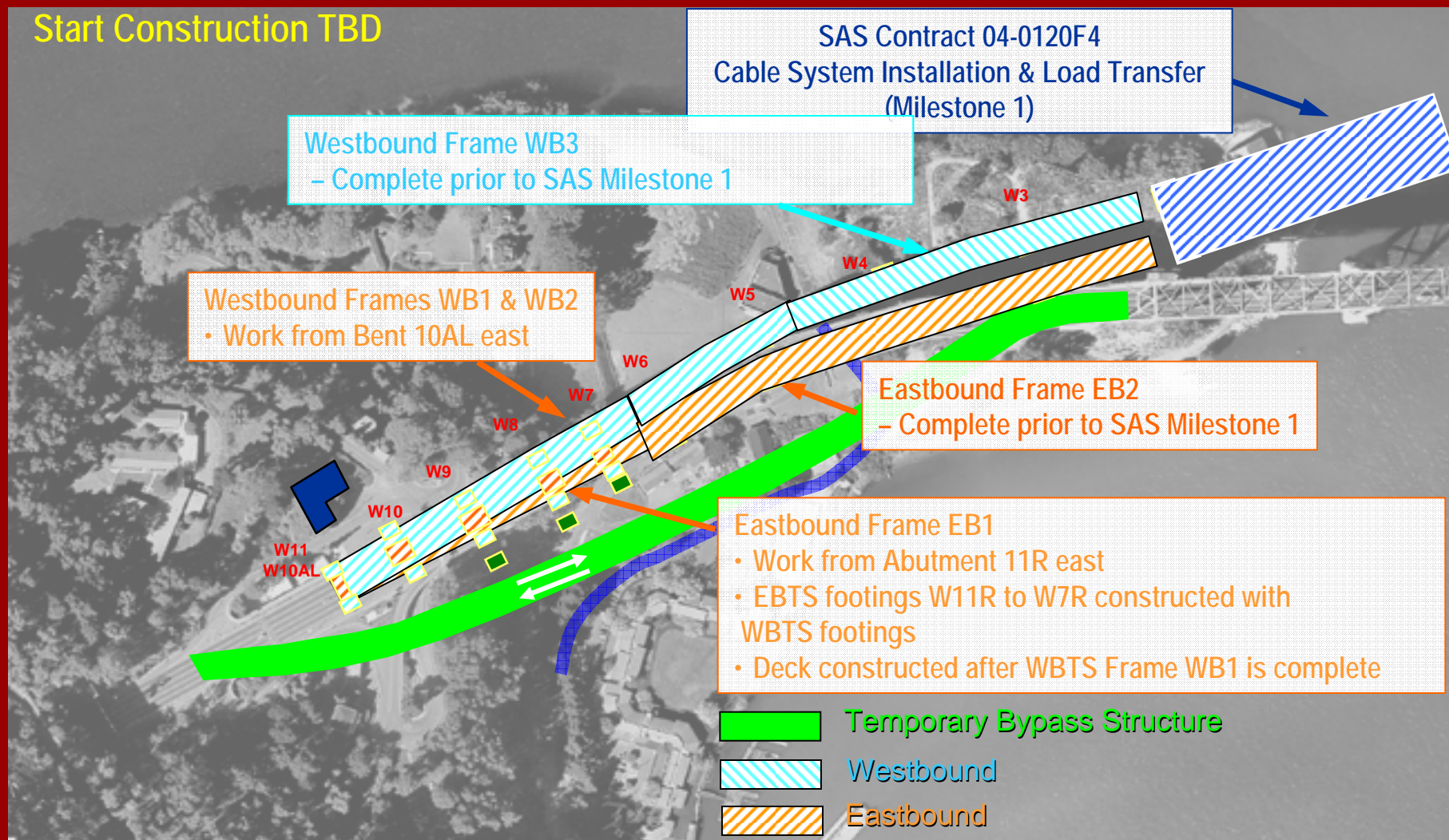


THE SAN FRANCISCO-OAKLAND
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YBI Construction Sequence

YBI Structures Contract #1

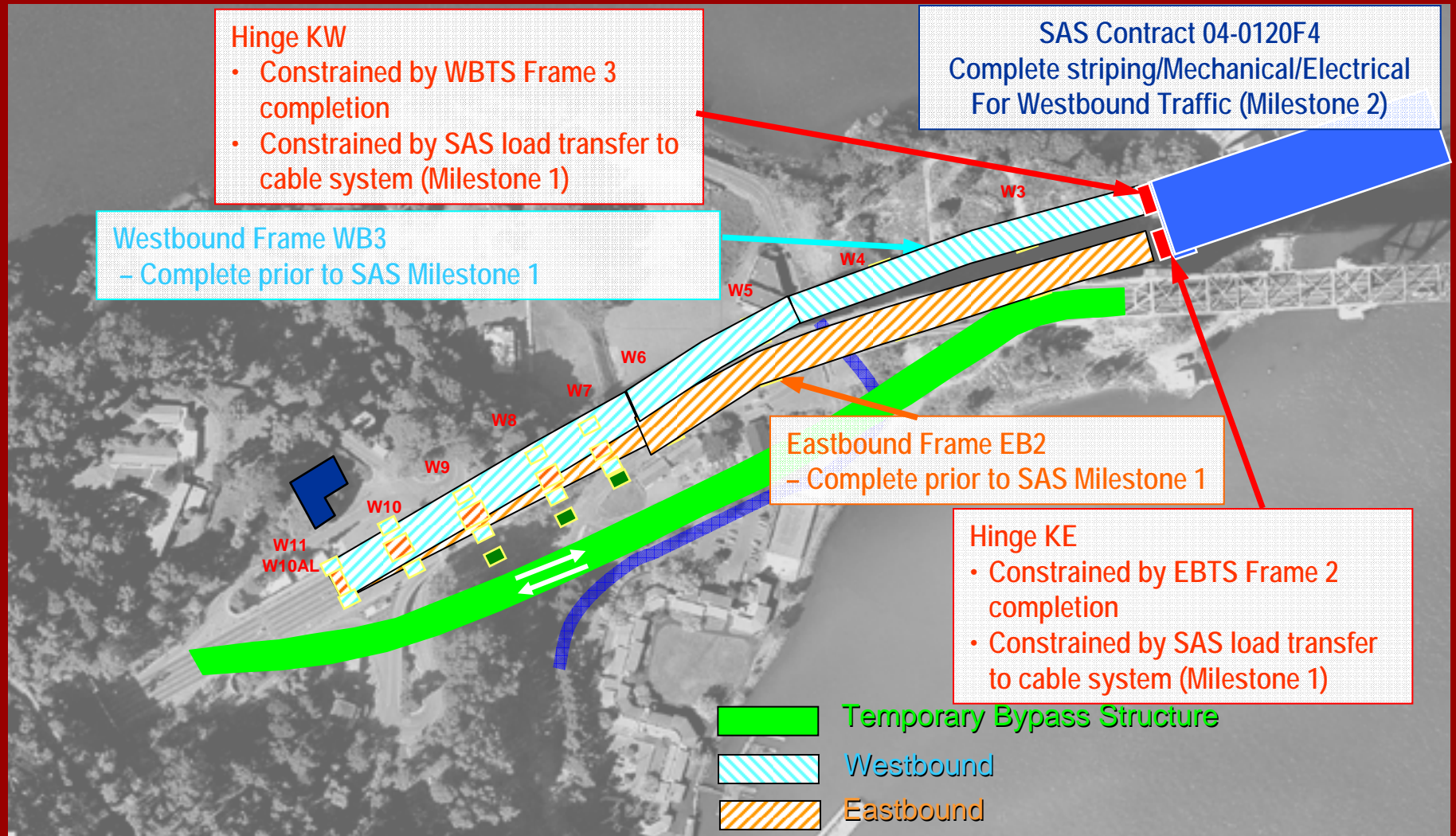


THE SAN FRANCISCO-OAKLAND
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SEISMIC SAFETY PROJECT

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

YBI Construction Sequence

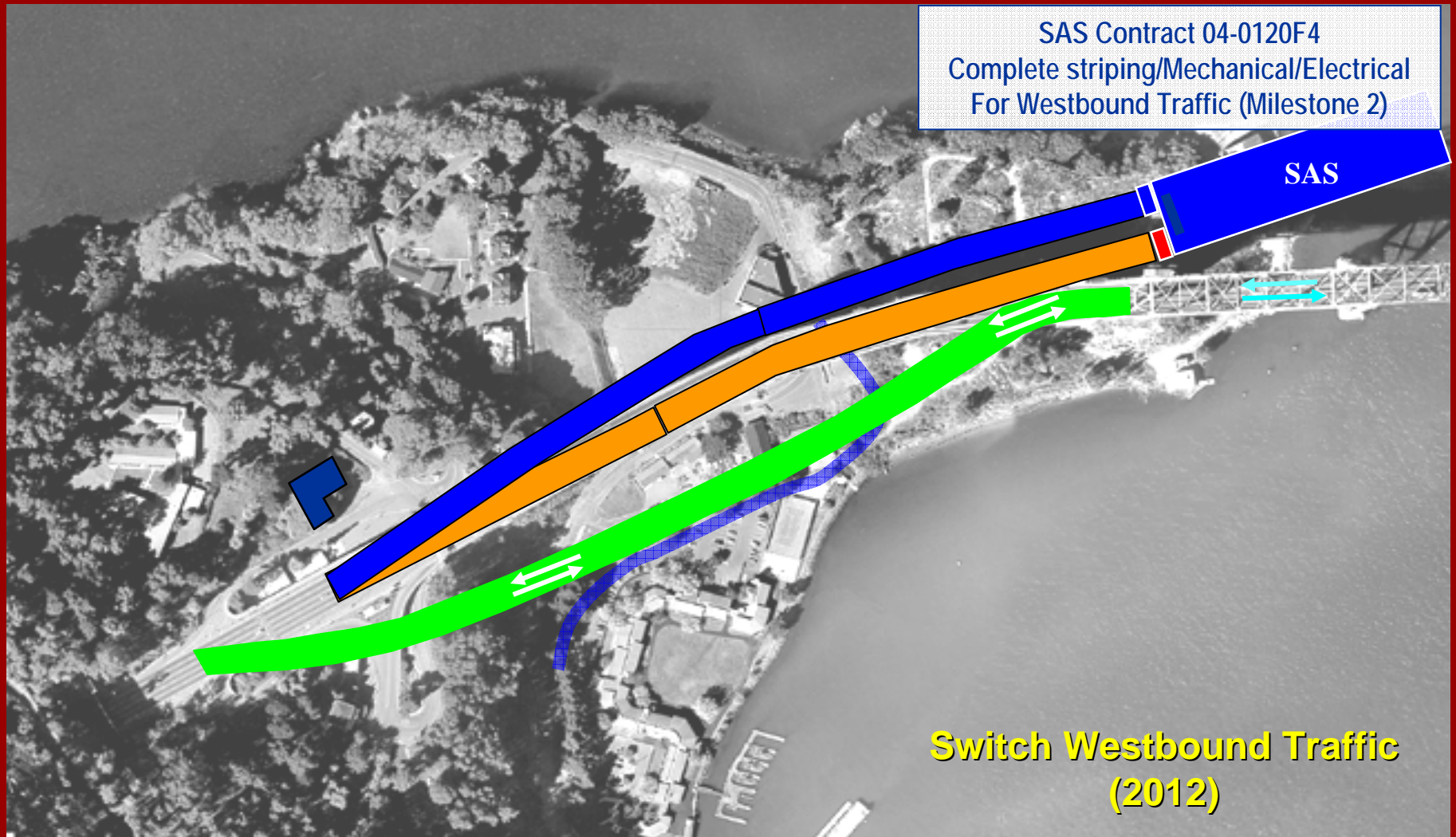
YBI Structures Contract #1



YBI Construction Sequence

YBI Structures Contract #1

SAS Contract 04-0120F4
Complete striping/Mechanical/Electrical
For Westbound Traffic (Milestone 2)



Switch Westbound Traffic
(2012)

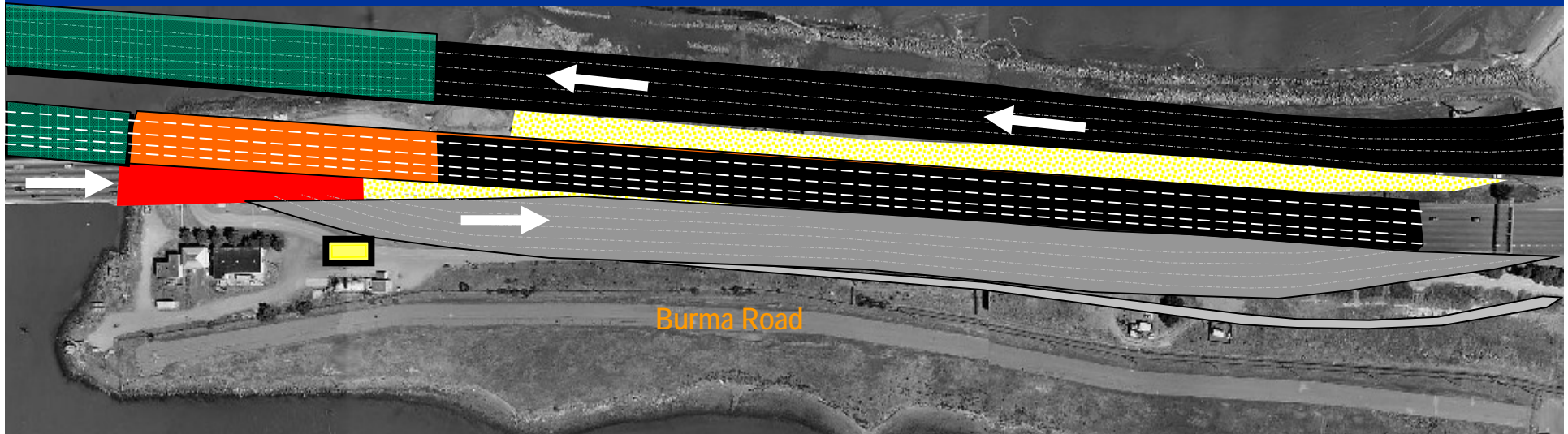


THE SAN FRANCISCO-OAKLAND
BAY BRIDGE
SEISMIC SAFETY PROJECT

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

Oakland Touchdown Contract 2

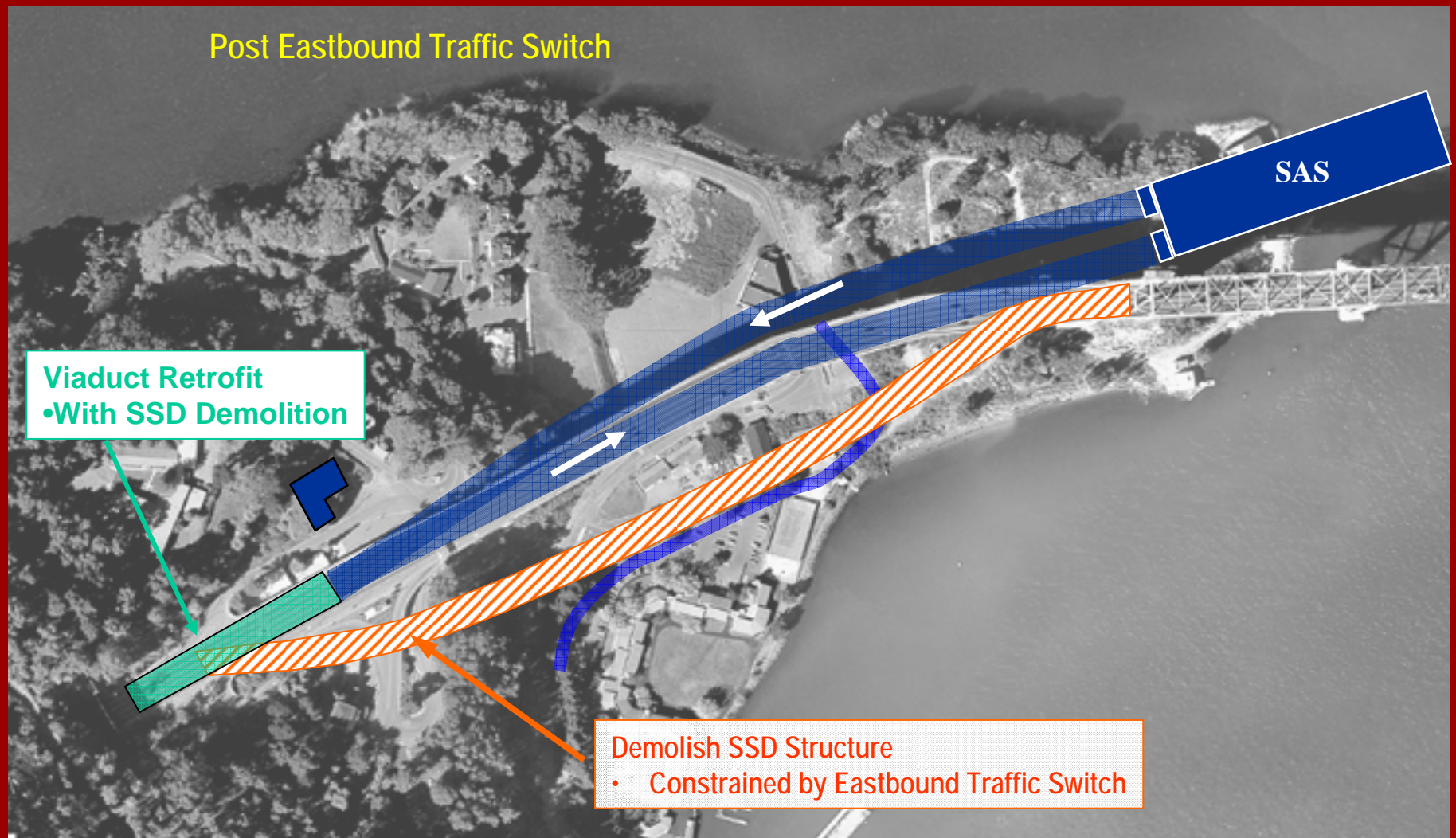
After Westbound Traffic Switch



- Constrained by Westbound traffic and Eastbound Detour Traffic Switch.
- Construction
 - Remove existing upper deck between E28 and E39.
 - Remove portion of existing WB and EB roadway.
 - Construct the remainder of EB 80 structure, and the EB 80 roadway portion.
- Traffic
 - Switch Traffic to new Eastbound Bridge (in coordination with the YBI contract. SAS is complete).

YBI Construction Sequence

YBI Structures Contract #2



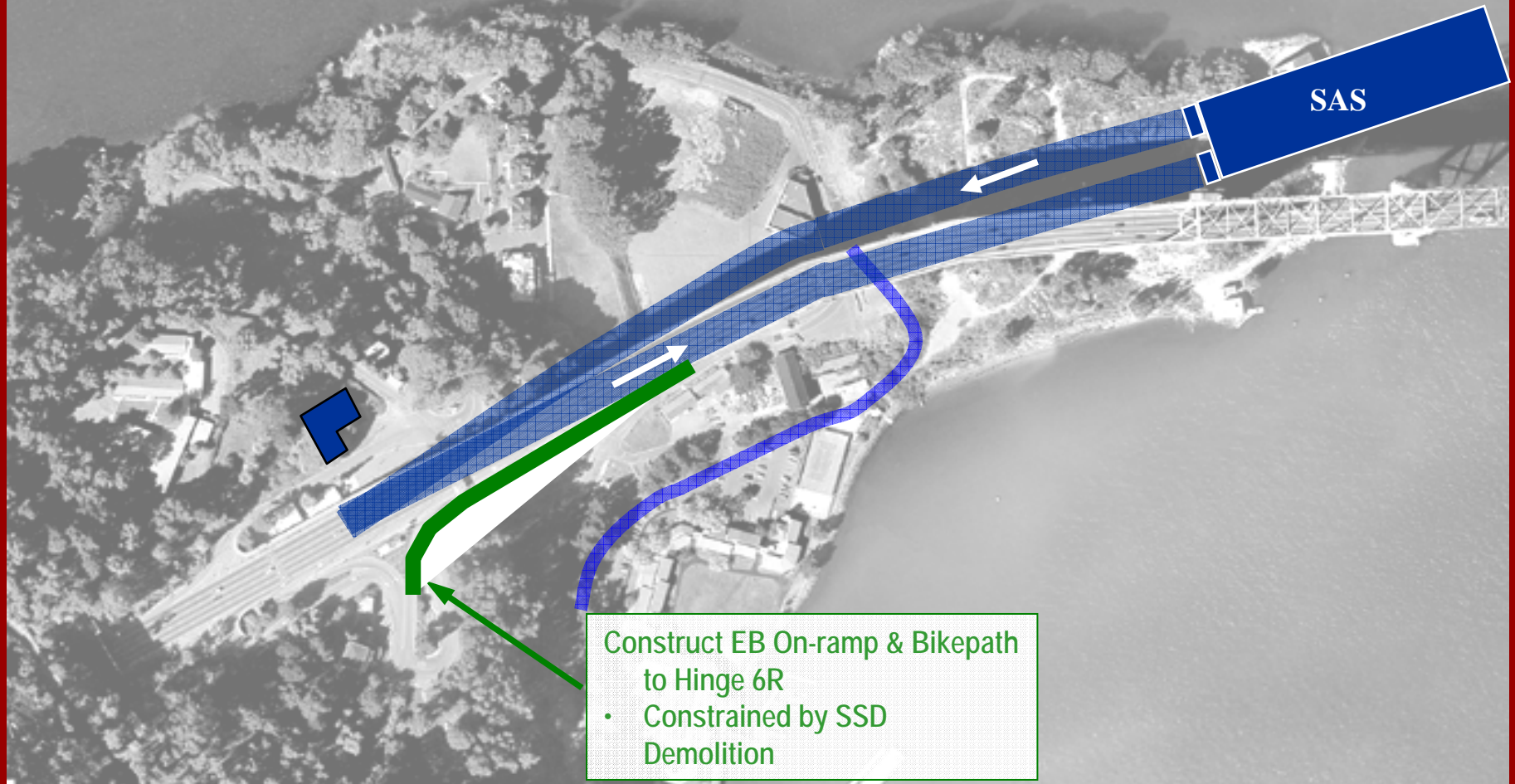
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BAY BRIDGE
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YBI Construction Sequence

YBI Structures Contract #2

Post Eastbound Traffic Switch



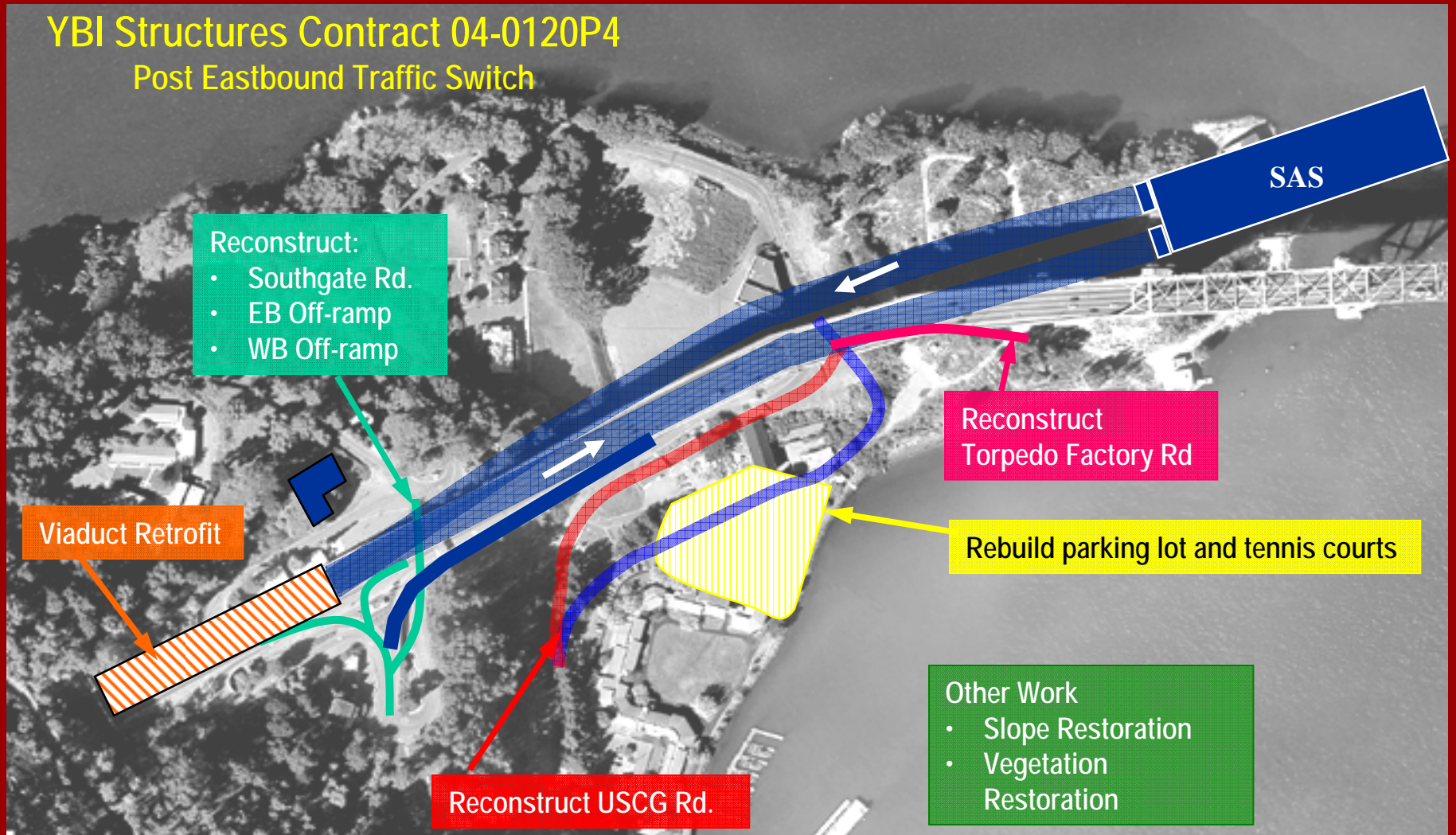
THE SAN FRANCISCO-OAKLAND
BAY BRIDGE
SEISMIC SAFETY PROJECT

CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

YBI Construction Sequence

YBI Structures Contract 04-0120P4

Post Eastbound Traffic Switch

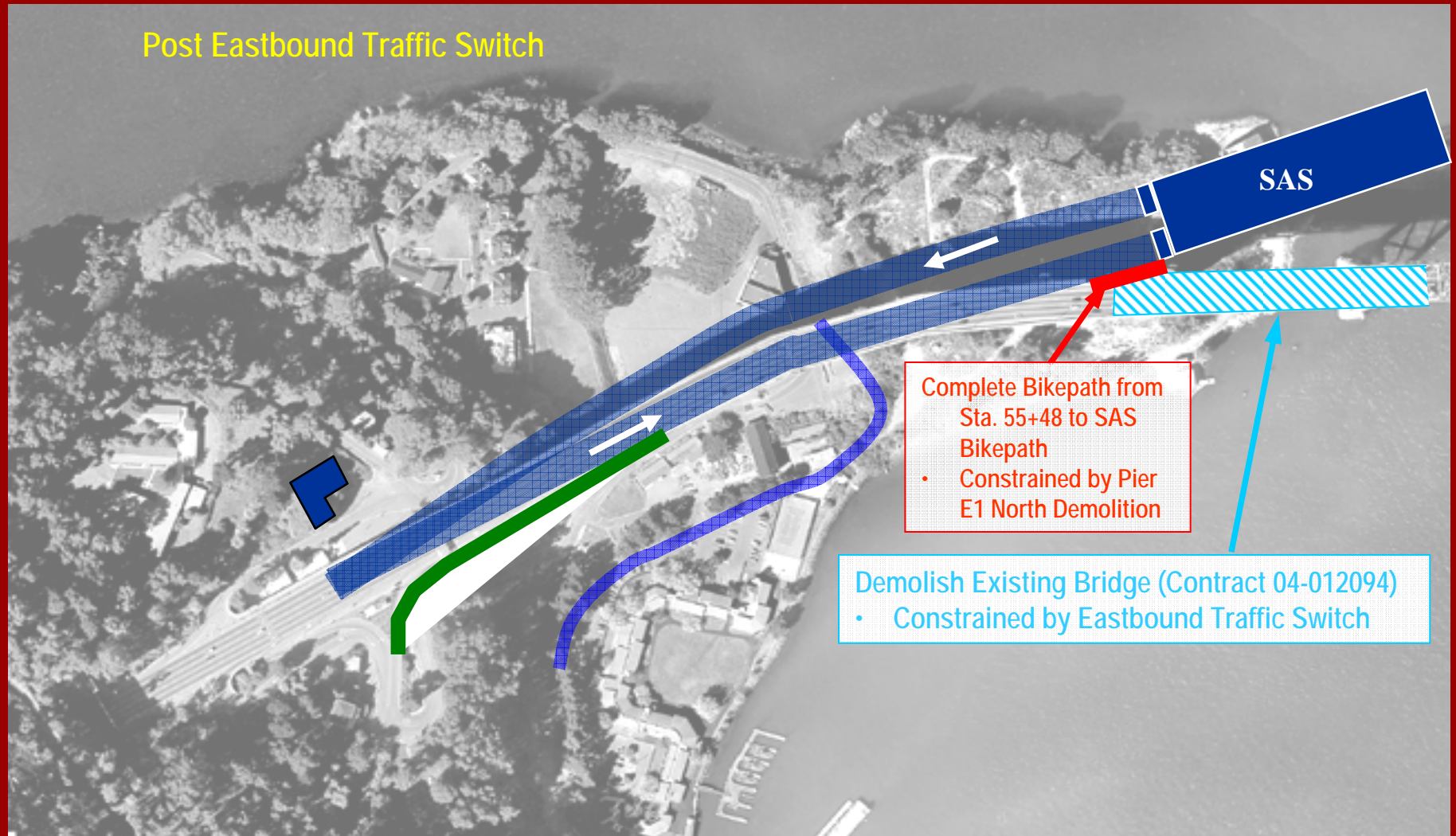


THE SAN FRANCISCO-OAKLAND
BAY BRIDGE
SEISMIC SAFETY PROJECT

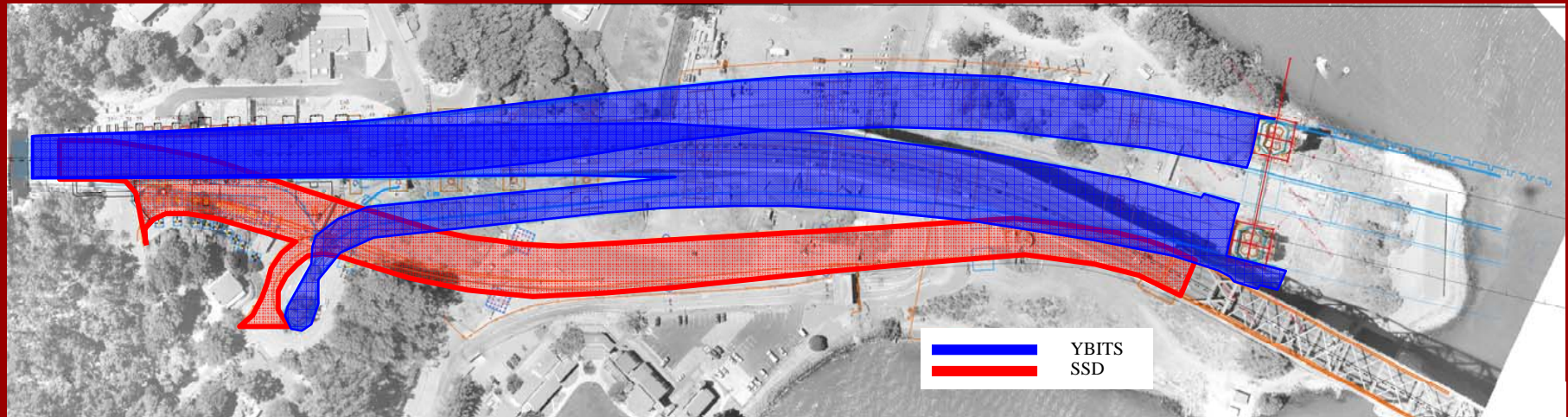
CALTRANS BAY AREA TOLL AUTHORITY CALIFORNIA TRANSPORTATION COMMISSION

YBI Construction Sequence

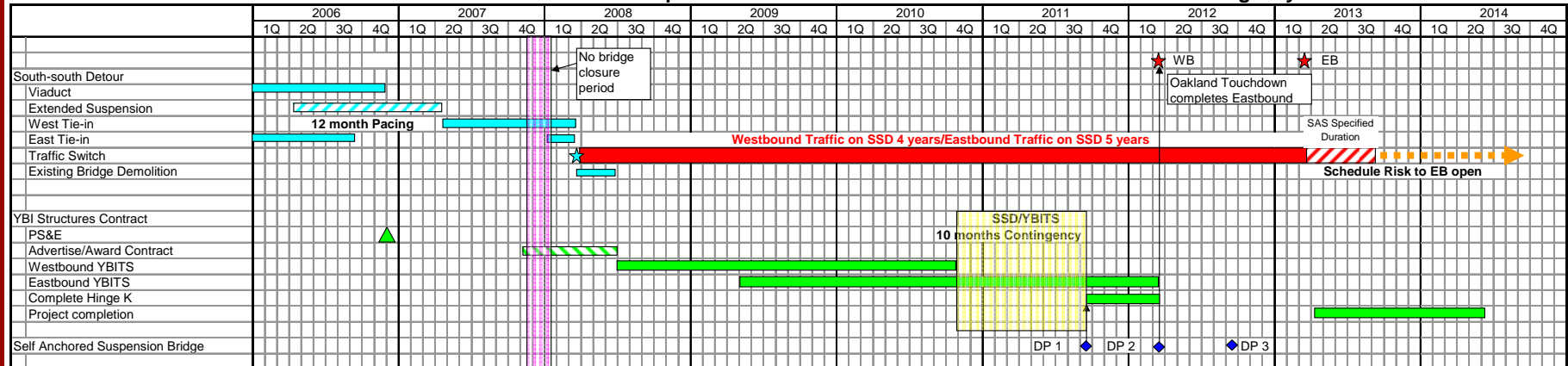
Demolition Contract



SSD/YBITS Proposed Conceptual Schedule Management/Coordination Strategy



Pace SSD West Tie-in & East Tie-in Suspensions/YBI - Provide 10 Month Corridor Schedule Contingency



SAS Milestones (Schedule assumes that the SAS contractor achieves early completion incentive.)

- DP 1 – SAS load transfer complete, ready for YBI contractor to complete Hinge K closure
- DP 2 – SAS ready for westbound traffic
- DP 3 – SAS contract complete

AGENDA ITEM 11

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Ken Terpstra, SFOBB West Approach Project Manager
Dennis Turchon, Construction Manager

RE: Agenda No. - 11a

Item- West Approach Weekend Closure Proposal

Cost:

The proposed recommendation mitigates four months of right-of-way delay costs (roughly \$12M).

Schedule Impacts:

The proposed recommendation mitigates current delays to the construction schedule by four months.

Recommendation:

It is recommended that the TBPOC concur with the Department's recommendation to demolish frames 7U and 8U South over a period of up to two full weekends in lieu of the sequence of activities outlined in the contract.

This proposed recommendation has been reviewed and approved by the Toll Bridge Program Management Team.

Discussion:

The Department is in the process of a very complex seismic retrofit of the West Approach (I-80) in San Francisco. The Department's proposal is for a major construction activity (Frame 8U South) upcoming in Fall, 2006. This proposal will positively affect the construction schedule, Bay area traffic, and the local constituency. This proposal has been reviewed and concurred by the HQ lane closure committee. The proposal mitigates construction schedule delays and associated costs. A major secondary benefit is the reduced congestion from the 'as-planned' Frame 8U South traffic impacts on the Bay Bridge corridor during this construction demolition.

The Department is presenting this proposal to the Toll Bridge Program Oversight Committee to request concurrence on the Department's recommended course of action. Upon concurrence the Department will proceed to brief the City and County of San Francisco and conduct extensive outreach to include elected officials, media and others as outlined in the Bay Bridge Communications and Public Awareness Plan.

Memorandum

Attachment(s):

SFOBB West Approach Project - Frame 8U South (Weekend) Demolition / Traffic Handling Options

Toll Bridge Program
SFOBB WEST APPROACH PROJECT
(04-0435V4)

Frame 8U South (Weekend) Demolition/Traffic Handling Options
February 2006

PROBLEM STATEMENT

The San Francisco-Oakland Bay Bridge (SFOBB) West Approach Seismic Retrofit Project is an extensive overhaul of the western approach structures to the SFOBB. In response to the 1989 Loma Prieta earthquake, the California Department of Transportation (Caltrans) decided to retrofit and/or replace structures in the Toll Bridge System. The SFOBB West Approach is a vital part of this system, providing access into, out of, and through the City of San Francisco.

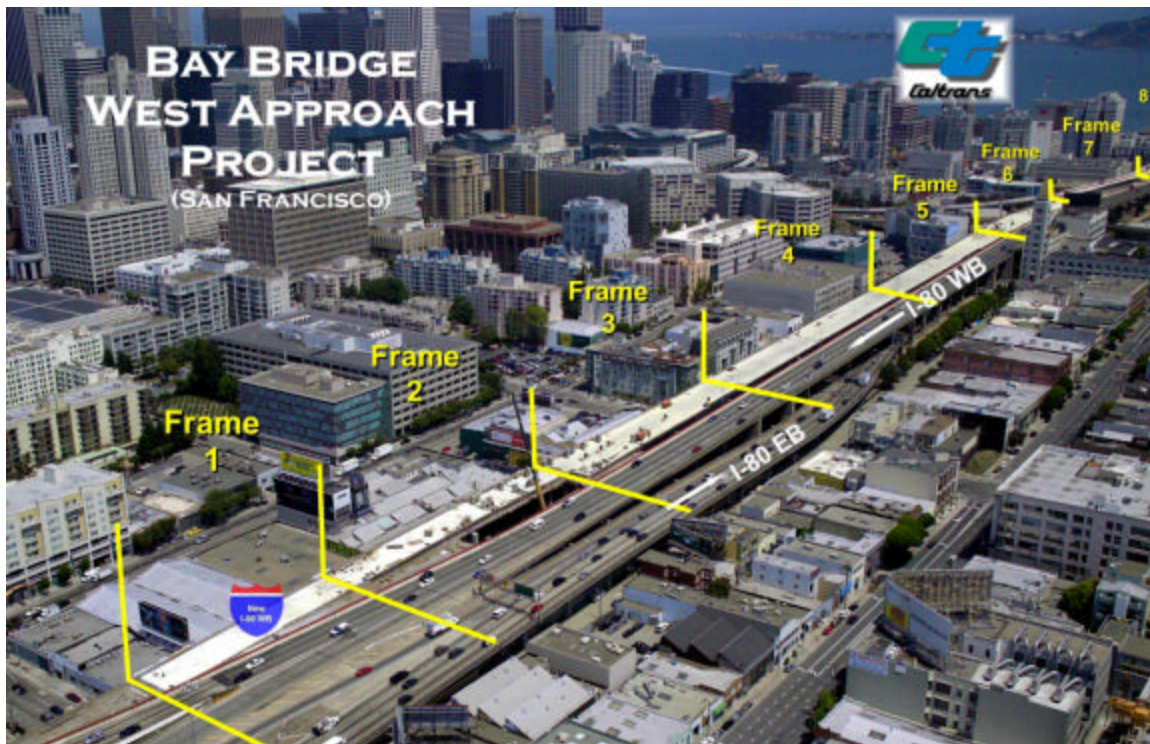
FIGURE 1



SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

The planning, design, and construction of this project proved to be particularly challenging since the project has to be constructed without impacting mainline and ramp capacity during the weekday commute hours. The project requires the replacement of the westbound mainline Interstate 80 (I-80), the retrofit/replacement of the eastbound mainline I-80, and the replacement of the various on and off ramps from the San Francisco anchorage to 5th Street (Figure 1). In order to perform this work, seven stages of construction are used with various temporary structures and detours.

FIGURE 2



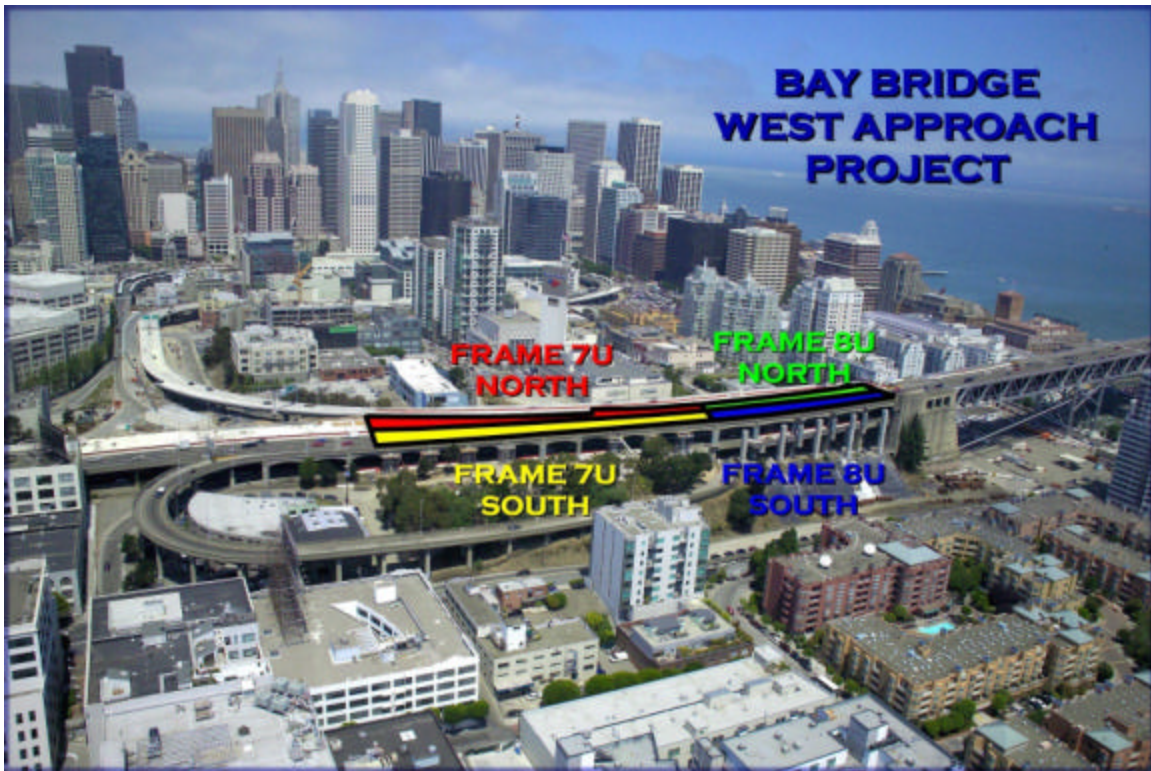
The most complex portion of the project is the retrofit and replacement of the mainline structure from the San Francisco anchorage to 4th Street. This structure is comprised of eight frames, with frame 1 (see Figure 2) beginning near 4th Street and frame 8 ending at the San Francisco anchorage. The design calls for the demolition and replacement of the westbound (upper) portion of the structure and the retrofit/replacement of the eastbound (lower) portion of the structure. The replacement of the westbound structure is being implemented through the use of the existing State right-of-way to the immediate north of the original structure. Due to right-of-way restrictions, the new eastbound mainline can only be constructed along the footprint of the existing mainline. In order to accomplish this work while providing access for vehicular traffic, an eastbound detour is necessary. The detour designed, designated as the ST6D alignment (I-80 eastbound detour), allows for vehicles to pass through the eastbound direction while frame 8, upper (8U) south is being demolished while false-work is being erected.

SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

BACKGROUND

By original design and by contract, the ST6D detour can only be constructed after the completion of frames 1 and 2 (both upper and lower decks). Thus, the demolition and construction of frame 8 is dependent on the construction of eastbound and westbound mainline frames 1 and 2 (see Figure 2). Demolition of frame 7U north was performed in September and October 2005. Frame 8U North demolition and replacement is scheduled to start in April 2006 and is expected to be completed by fall of 2006, however, demolition work on frame 8U South cannot be started until the frames 1 and 2 are built. Once frames 1 and 2 are built, the eastbound I-80 traffic under frame 8U south will be shifted underneath frame 8U north. Due to the narrow width of this area, eastbound I-80 will be reduced to only two lanes during the demolition weekends of frame 8U south. The reduction in the capacity of eastbound I-80 for 6 to 9 weekends, from 10:00 pm Friday night to 5:00 am Monday morning is anticipated to have massive traffic impacts. It is important to note that this portion of the SFOBB west approach on I-80 eastbound is a key regional transportation link, providing access from the west bay, north bay and the city of San Francisco to the East Bay.

FIGURE 3



SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

Contractual Incentives Clause: The work on the seismic retrofit of the SFOBB West Approach project is very complex and the mandate was to minimize the traffic impacts as much as possible. For this and other controlling factors, the Department decided to include a number of incentives into the contract in order to construct frame 8U safely in the minimum amount of time. The incentives and disincentives for the construction of frame 8U as designed and as per the contract plans are as follows:

1. Reduce the public impact during demolition and falsework erection.
 - a. For the northern portion of frame 8U, the contractor will receive \$200,000/weekend for every weekend less than 9 consecutive weekends, not to exceed \$600,000 in total incentive.
 - b. For the northern portion of frame 8U, the disincentive is \$200,000/weekend for every weekend in excess of 9 consecutive weekends.
 - c. For the southern portion of frame 8U, the contractor will receive \$500,000 per weekend for every weekend less than 9 consecutive weekends, not to exceed \$1,500,000 in total incentive.
 - d. For the southern portion of frame 8U, the disincentive is \$500,000/weekend for every weekend in excess of 9 consecutive weekends.
2. Reduce the risk of a structural failure during an earthquake
 - a. For completion of the entire frame 8U, for every day under the baseline number of 450 days, the contractor will receive \$20,000/day incentive, not to exceed \$3,000,000 in total incentive.
 - b. For the completion of the entire frame 8U, for every day greater than 450 days, the disincentive is \$20,000/day.

Past Experience on Construction of Frame 7U North

During the recent demolition of Frame 7U North during 5 consecutive weekends in September and October 2005 we were able to observe the reaction by the public to the following activities:

1. Simultaneous closure of the First Street and Essex Street on-ramps for extended periods (from Friday night to Monday morning). During the “peak” during midday weekends there were multiple anecdotal reports about delays of an hour or more to get on the bridge eastbound. Some of this could be attributed to motorists’ confusion related to signing and occasional short periods of localized gridlock. The rest of the delay can be attributed to demand being greater than the available capacity.
2. Due to the risk associated with regard to structural stability and rod-cutting operations, our weekend freeway closure window for EB-80 (from 4th to 1st Street) was advanced to 1 am (from 3 am in the contract) to provide a necessary overlap with the WB-80 freeway closure. This had the adverse effect of substantial backups on the

SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

mainline for motorists heading EB-80 SFOBB leaving the city. Documented delays of two hours and more occurred in gridlock conditions on city streets in the hours between 1 and 4 am. This was not part of the original plan of the project. This condition could be improved by starting later and narrowing the work window, now that we have more experience cutting rods and judging structural stability. However, we should note that we have been unable to convince motorists, using the best PR methods at our disposal not to come and drive through our reduced capacity work zone.

3. On the last of 5 weekends, the entire eastbound bridge was shut down (twice – from 1 to 7am Saturday and 1 to 9am Sunday) instead of just closing the freeway between 4th Street and 1st Street. It was observed that queuing in the city evaporated within 30 minutes of the bridge being closed on both occasions.
4. Traffic noise resulting from detours generated complaints from residents in the nearby area. Nightclub business also negatively impacted traffic control one evening disrupting the main path of our freeway detour and adding significantly to congestion and confusion. were especially impacted and registered complaints with the Public Information Office.

FRAME 8U SOUTH DEMOLITION/TRAFFIC HANDLING OPTIONS

With the recent experience during the demolition of frame 7U north, it can be expected that the traffic impacts on the eastbound I-80 during the weekend demolition of frame 8U south using the current contract plans will be major. Therefore, this report has evaluated two other traffic handling options in addition to the current contract plans. These are listed below:

Option 1: Reroute eastbound traffic onto the eastbound detour structure (ST6D line) for the entire weekends (6 to 9 weekends), with the original three eastbound lanes constricted to one lane on the mainline, while a second lane, dedicated to City traffic, would carry vehicles from the 5th Street on-ramp.

Option 2: Close the lower deck of the bridge during demolition and construction of frame 8U south for up to 2 entire weekends.

These options and the current contract plans are discussed in greater detail below:

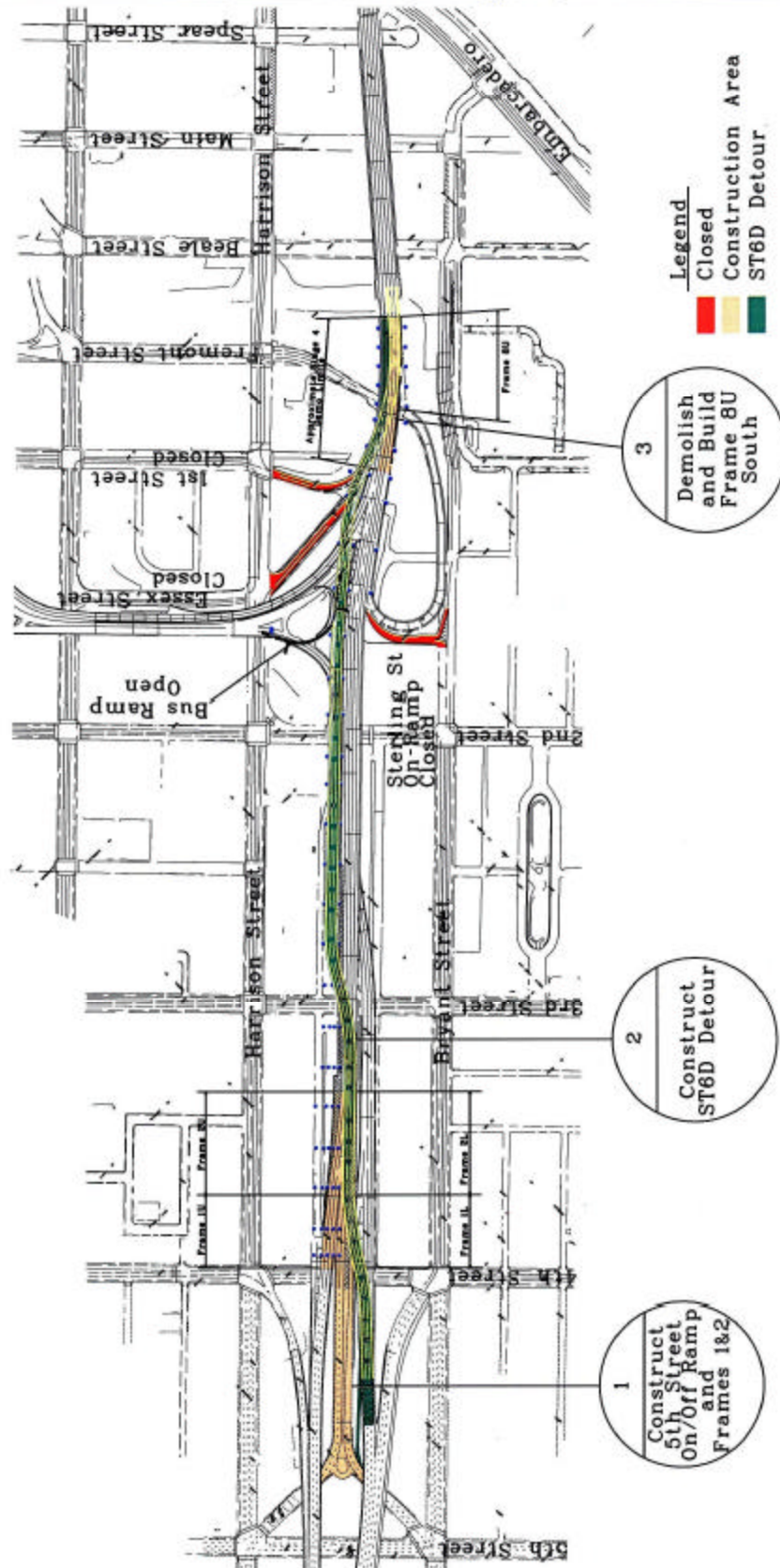
Contract Plans – Leave the design as-is in the contract plans (6 to 9 Weekends – From 10:00 pm on Friday night to 5:00 am on Monday morning)

The basis of the original design provided on the Contract plans was to allow for two lanes of eastbound mainline traffic during the demolition and reconstruction of the new eastbound structure, which would be performed on weekends. The alignment was designed to provide the best feasible geometrics based on the available right-of-way and staging constraints.

SFOBB WEST APPROACH PROJECT (04-0435V4)
 Frame 8U South (Weekend) Demolition/Traffic Handling Options

FIGURE 4
CONTRACT PLANS – ST6D DETOUR
(WESTBOUND I-80: NO IMPACTS)

SFOBB WEST APPROACH
FRAME 8U SOUTH DEMOLITION/
TRAFFIC HANDLING OPTIONS



SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

The configuration of the ST6D for weekends, per the contract plans (Figure 4), during the demolition and falsework erection of frame 8U South includes:

1. Maintain 2 lanes of mainline traffic in the eastbound direction from approximately 3rd Street to the San Francisco anchorage.
2. Leave 5th Street temporary on-ramp open.
3. Close 1st Street on-ramp.
4. Close Essex Street on-ramp.
5. Close Sterling Street on-ramp.

Advantages:

1. Maintains the two continuous lanes of mainline traffic adjacent to one another.
2. Continues with the “as presented” scenario to the City of San Francisco, Board of Supervisors, other elected officials, and various other project stakeholders

Disadvantages:

1. Heavy traffic impacts to both I-80 eastbound on mainline as well as the San Francisco City streets, all weekend long for 6 to 9 weekends.
2. Potential delays to the project and to the start of Frame of 8U South.
3. No mitigation of past delays.
4. Potential increase of the construction time of Frame 8U.
5. Added risk of a structural failure during a seismic event.

To get a feel for the order of magnitude of the traffic delay expected as a result of the weekend closure operations, in 1997 it was estimated that the traffic delay cost for the weekends we just completed in September/October (3 lanes eastbound to SFOBB) would be approximately \$3.5 million per weekend. The estimated delay cost with only 2 lanes eastbound to SFOBB was \$19 million per weekend. Essentially, eastbound SFOBB capacity would be reduced an additional one third from the condition we experienced this past fall. While the estimates made include crude assumptions about motorist behavior, we feel two observations can be made about our past weekend work:

1. If you leave the facility open, no matter how reduced the capacity, motorists will still come and get in line.
2. If you close the facility, you force the motorists to change their behavior.

SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

Option 1 – Reroute traffic on the ST6D detour for the entire weekend, with one lane on the mainline and one lane from the 5th Street on-ramp (6 to 9 Weekends)

This option reroutes traffic on the ST6D detour to keep the construction of the ST6D detour independent of the completion of frames 1 and 2 (Figure 5). This option includes:

1. One lane of traffic dedicated to mainline traffic.
2. One lane of traffic dedicated to 5th Street on-ramp (exclusively handling traffic from city streets).
3. Close 1st Street on-ramp.
4. Close Essex Street on-ramp.
5. Close Sterling Street on-ramp.
6. Crossover utilizing ST6D detour and the existing stub on eastbound I-80 bypasses frames 1 and 2.

Advantages:

1. Allows frame 8U south to be demolished and new frame to be constructed independent of frames 1 and 2, potentially reducing schedule by 5 months.
2. Allows Frame 8U to be constructed in the least amount of time. Reduces risk of a structural failure during a seismic event.
3. Eliminates pile impacts to the exact date of demolition occurrence, in order to ensure better public outreach by reliable time frame.
4. Provides one-half lane more traffic capacity to city of SF (1000 vph).
5. Eliminates need to delineate transitions/crossovers on Friday night and Monday morning, improving pavement quality and increasing time available for other work.

Disadvantages:

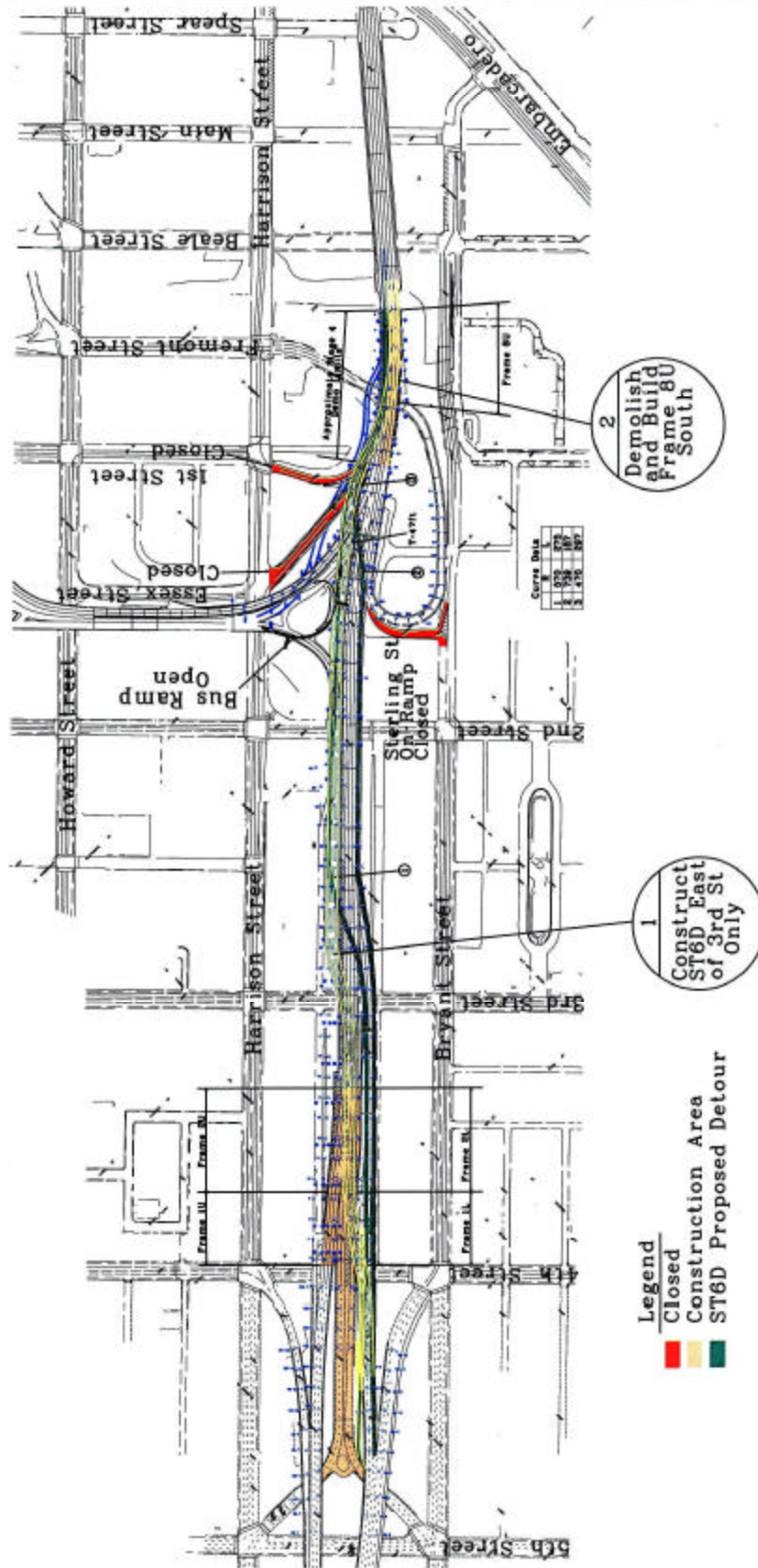
1. Heavy traffic impacts to both I-80 eastbound on mainline as well as the city of San Francisco streets, all weekend long for 6 to 9 weekends.
2. Reduces mainline to one lane of traffic, while giving a dedicated lane to 5th Street On Ramp.
3. Various costs associated with modifying ST6D.

From an operational standpoint, there is not much change between option 1 and the original project design. There would be a slight improvement to traffic conditions on city streets, but conditions would still be considerably worse than what we just experienced this fall, both on the city streets and on the mainline. Delays both on city streets and the mainline will be measured in hours, not minutes, and there will be considerable delay to citizens that had no intention of crossing the SFOBB at all.

SFOBB WEST APPROACH PROJECT (04-0435V4)
 Frame 8U South (Weekend) Demolition/Traffic Handling Options

FIGURE 5
OPTION 1 – PROPOSED EASTBOUND I-80 ST6D DETOUR
(WESTBOUND I-80: NO IMPACTS)

SFOBB WEST APPROACH
FRAME 8U SOUTH DEMOLITION/
TRAFFIC HANDLING OPTIONS



SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

Option 2 – Close the Eastbound I-80 Bridge for the entire Weekend During Demolition of Frame 8U South (for up to 2 Weekends)

Option 2 proposes closing the bridge and all of the San Francisco on-ramps in the eastbound direction for up to 2 weekends during the demolition of frame 8U south and the stage 4 portion of frame 7U south (Figure 6). This option would require accelerating the demolition to perform the work in time.

Advantages:

1. As per notes below from Traffic Ops, this option reduces the traffic congestion in comparison with the Contract Plans and Option 1.
2. Allows Frame 8U to be demolished and constructed in the least amount of time. Reduces risk of a structural failure during a seismic event.
3. Reduces the demolition work window from 6 to 9 entire weekends for demolition and falsework to up to 2 entire weekends for demolition.
4. Emergency and public transit access across the bridge will be maintained.
5. Improved access for construction.
6. Allows frame 8U south to be demolished and new frame to be constructed independent of frames 1 and 2, potentially gaining up to 5 months.

Disadvantages:

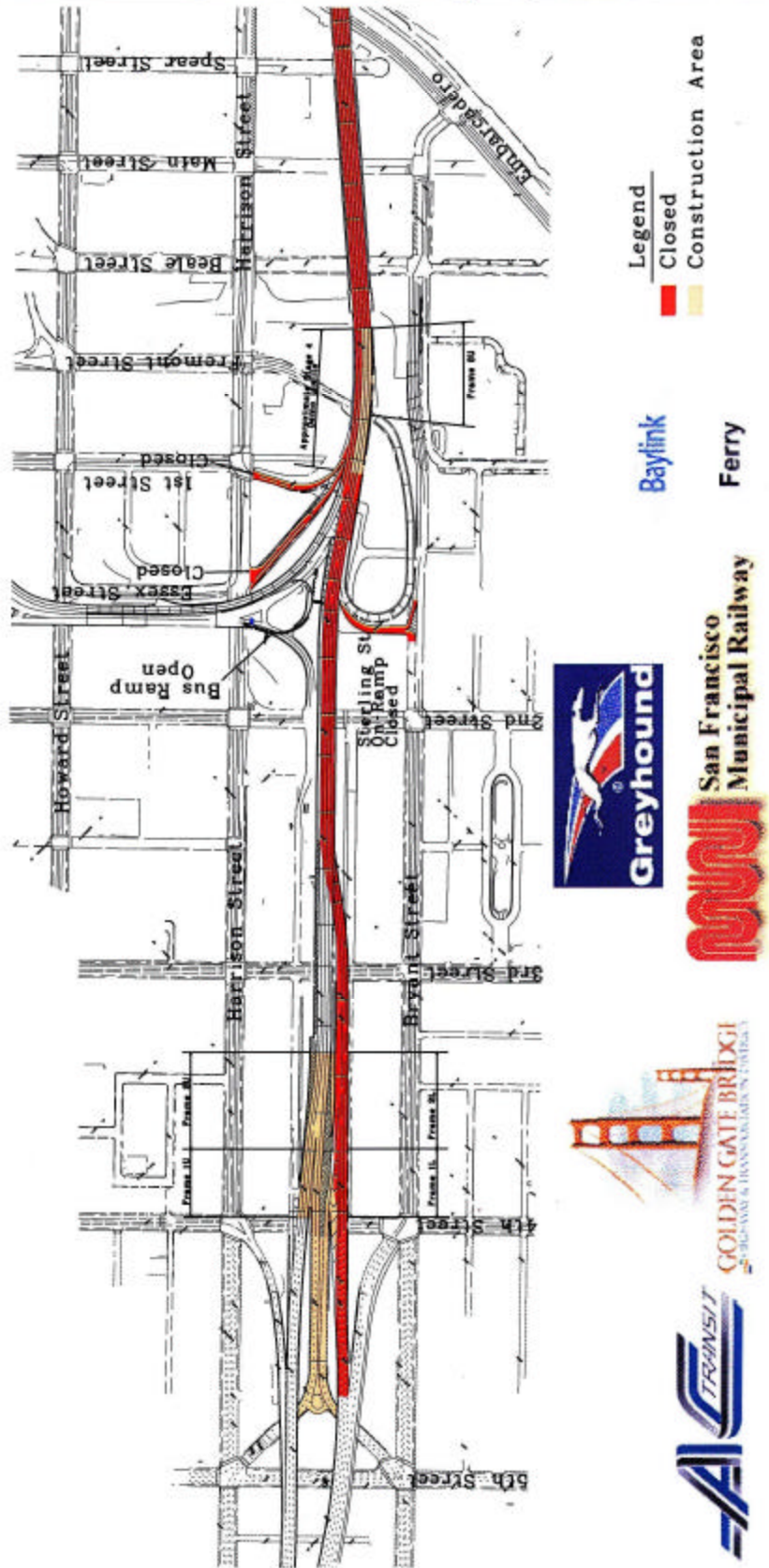
1. Massive public outreach, although similar effort is needed on other options.
2. Nighttime noise during demolition.
3. Increased traffic on other toll bridges.
4. Added mobilization costs or incentive.

Based upon previous studies for this project, the estimated traffic delay cost associated with keeping the bridge open eastbound but with only two lanes available amounted to \$19 million per weekend. A recent study with similar assumptions estimated that if the SFOBB were closed entirely, the delay cost would be approximately \$6 million per weekday per direction. We would estimate that delay would be less, possibly considerably less, on weekends due to motorists' ability to defer recreational trips. If we compare the estimates we find that closing the bridge for a single weekend eastbound would generate about \$12 million in traffic delay, and keeping it open with only two lanes gets you about \$19 million in traffic delay. This means that on the theoretical level, you save \$7 million in delay by closing the bridge every weekend you do it, and you remove a minimum of 4 weekends of disruption entirely (a theoretical savings of \$76 million).

SFOBB WEST APPROACH PROJECT (04-0435V4)
 Frame 8U South (Weekend) Demolition/Traffic Handling Options

FIGURE 6
OPTION 2 – PROPOSED EASTBOUND I-80 CLOSED
(WESTBOUND I-80: NO IMPACTS)

SFOBB WEST APPROACH
FRAME 8U SOUTH DEMOLITION/
TRAFFIC HANDLING OPTIONS



SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

RECOMMENDATION

A summary of all the options is provided in Table 1. As discussed above, and from the Department's experience on the demolitions of Fremont Street off-ramp and Frame 7U North, it is likely that with a good public outreach program, the public would tend to use alternate routes or transportation modes, should Option 2 be implemented. We have learned from past experience that when the bridge is open, and the number of lanes reduced, the traveling public would still attempt to access the bridge, and would thus cause heavy traffic jams and traffic delays on a regular weekend, both during day time and night time. We have also learned from experience on frame 7U North that when the bridge is closed, the travelling public tends to find alternate routes to get to their destination, thus causing minimizing traffic impacts.

Additionally, the closure of the eastbound I-80 for up to two weekends will also allow for demolition of Frame 7U south simultaneously. Therefore, the most economical and expedient approach is pursuing Option 2, which would result in significant reduction of traffic delays to the travelling public and improves the Department's capability of managing the traffic impacts, and would minimize the Department's risk exposure as well.

In order to implement Option 2, it would require the Department to embark on a significant Public Outreach Program, which should include the elements such as outreach meetings with project stakeholders, departmental information newsletters and handouts, media outreach sessions, press releases, public information officer live update, website maintenance, MTC 511 coordination, banner placement, mailers and flyers, local public notifications, changeable message signs, highway advisory radio, and billboards.

SFOBB WEST APPROACH PROJECT (04-0435V4)
Frame 8U South (Weekend) Demolition/Traffic Handling Options

TABLE 1
FRAME 8U SOUTH DEMOLITION/TRAFFIC HANDLING OPTIONS

	CONTRACT PLANS	OPTION 1	OPTION 2
ESTIMATED START	Jan-07	Aug-06	Aug-06
CLOSURE DURATION	6-9 ENTIRE WEEKENDS Friday Night to Monday Morning	6-9 ENTIRE WEEKENDS Friday Night to Monday Morning	2 ENTIRE WEEKENDS – Demolition w/ Falsework During Weeknights
TRAFFIC DELAYS	UNKNOWN DELAYS (IN EXCESS OF 2-3 HOURS)	UNKNOWN DELAYS (IN EXCESS OF 2-3 HOURS)	KNOWN DELAY 40-MINUTES
MAINLINE I-80 EASTBOUND	1.5-LANES	1-LANE	BRIDGE CLOSED
5th STREET ON-RAMP	OPEN (0.5 Lane) Merges into Mainline	OPEN (1-Lane) Dedicated Lane	CLOSED
8th STREET ON-RAMP	OPEN	CLOSED	CLOSED
1st STREET ON-RAMP	CLOSED	CLOSED	CLOSED
ESSEX ST. ON-RAMP	CLOSED	CLOSED	CLOSED
STERLING ST. ON- RAMP	CLOSED	CLOSED	CLOSED
EMERGENCY VEHICLES & BUSES	ALLOWED	ALLOWED	ALLOWED
POTENTIAL DELAYS	DEPENDENT UPON COMPLETION OF: 5th St. On/Off Ramps & Frames 1 and 2 Includes Piles & Gamma-Gamma Testing	INDEPENDENT OF: 5th St. On/Off Ramps & Frames 1 and 2	INDEPENDENT OF: 5th St. On/Off Ramps & Frames 1 and 2
GIANTS GAMES IMPACTS	NONE (Winter Time)	IMPACTS DURING 6 - 9 WEEKENDS	OPPORTUNITY TO MINIMIZE TO 2 WEEKENDS
SCHEDULE IMPACTS	- 192 Days PLUS POTENTIAL DELAYS	- 79 Days	- 79 Days

AGENDA ITEM 12

Memorandum

TO: Toll Bridge Program Oversight Committee (TBPOC) **DATE:** February 16, 2006

FR: Andrew Fremier, BATA Executive Deputy Director

RE: Agenda No. - 12

Item- BATA-Caltrans Cooperative Agreement

Cost:

N/A

Schedule Impacts:

N/A

Recommendation:

BATA is requesting approval of the BATA-Caltrans Cooperative Agreement.

Discussion:

BATA plans on presenting the Draft BATA-Caltrans Cooperative Agreement to the Committee on the February 23rd TBPOC meeting.

Attachment(s):

Draft BATA-Caltrans Cooperative Agreement

REVISÉD: January 30, 2006---AUTHORITY edits to Caltrans LEGAL Division 01/20/06
version

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San Francisco Bay Area Toll Bridges

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COOPERATIVE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE BAY AREA TOLL AUTHORITY

THIS AGREEMENT, ENTERED INTO AND EFFECTIVE ON the date of the defeasance of the existing bonds secured by the toll bridge seismic retrofit surcharge imposed under subdivision (a) of SHC section 31010 is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as "DEPARTMENT," and the BAY AREA TOLL AUTHORITY (BATA), hereinafter referred to as "AUTHORITY."

RECITALS

1. AUTHORITY was created pursuant to section 30950, *et seq.* of the California Streets and Highways Code (SHC), which transferred certain California Transportation Commission (CTC) and DEPARTMENT responsibilities for the disposition of toll revenues collected from toll bridges owned and operated by DEPARTMENT in the San Francisco Bay Area. Pursuant to SHC section 188.4(c) and SHC section 30950.2(b), until all of the obligations of the California Infrastructure and Economic Development Bank secured by the seismic retrofit surcharge imposed pursuant to subdivision (a) of section 31010, which currently consist of Bay Area Toll Bridges Seismic Retrofit Revenue Bonds Series 2003A First Lien Bonds and Seismic Retrofit Revenue Notes Series 2005A Second Lien Commercial Paper, are no longer outstanding, the term "toll revenues" shall not include the seismic retrofit surcharge imposed pursuant to section 31010(a).
2. Department's toll bridges subject to this AGREEMENT (identified in SHC § 30910) are the Antioch Bridge, Benicia-Martinez Bridges, Carquinez Bridges, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge and San Mateo-Hayward Bridge, hereinafter collectively referred to as "BRIDGES".
3. The respective statutory geographic limits of certain of the BRIDGES are found in the SHC and others are established by post mile or other locators as defined in original project

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documents. The extent of the San Francisco-Oakland Bay Bridge is defined in SHC section 30600 as the bridge, and its approaches; the limits of the Carquinez and Benicia-Martinez Bridges are found in SHC section 30750; the extent of the Antioch Bridge is defined in SHC section 30760; the limits of the San Mateo-Hayward and Dumbarton Bridges are defined in SHC section 30790 (the Dumbarton Bridge limits are redefined in SHC section 30792.2); and the limits of the Richmond-San Rafael Bridge are not statutorily defined. Exhibit "A", attached hereto and made an express part of this AGREEMENT, identifies the geographic limits of each of the BRIDGES by post mile.

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4. SHC section 30150 and 30952 provide that DEPARTMENT shall collect tolls, operate, maintain, and provide rehabilitation of the BRIDGES, including all related toll facilities, and shall be responsible for the design and construction of eligible projects which may include, without limitation, capital improvements, seismic retrofit, emergency repairs and restorations, rehabilitation, Regional Measure One, and Category B Maintenance (as defined in SHC section 188.4) projects, which are hereinafter collectively referred to as "Eligible Projects", affecting the BRIDGES in accordance with programming and scheduling requirements of the CTC and AUTHORITY.

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5. SHC section 30952 further provides that DEPARTMENT and AUTHORITY shall enter into a cooperative agreement, upon mutually agreed terms and conditions, setting forth the methodology by which DEPARTMENT will operate the BRIDGES and be responsible for the planning, design, and construction of improvements, repairs or alterations to the BRIDGES to be funded from the ~~AUTHORITY'S toll b.revenues.~~ (Comment: Shouldn't be limited just to bond revenues).

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6. On July 1, 2003, DEPARTMENT and AUTHORITY entered into such a cooperative agreement, which was subsequently amended on December 15, 2004.

7. Pursuant to Assembly Bill No. 144 ("AB 144"), enacted and made effective on July 18, 2005, certain project oversight and control responsibilities relative to the construction of the Benicia Martinez Bridge and the state Toll Bridge Seismic Retrofit Program projects (hereinafter referred to as "Seismic Projects") were given to AUTHORITY. The Seismic Projects are more particularly described in SHC section 188.5.

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8. As part of AB144, SHC section 30950.2, gives AUTHORITY the responsibility for administering all toll revenues from the state-owned toll bridges within the jurisdiction of the Metropolitan Transportation Commission, once the obligations of the California Infrastructure and Economic Development Bank secured by the seismic retrofit surcharge imposed pursuant to subdivision (a) of SHC section 31010 are no longer outstanding (as defined by the constituent instruments), currently the Bay Area Toll Bridges Seismic Retrofit Revenue Bonds Series 2003A First Lien Bonds and Seismic Retrofit Revenue Notes Series 2005A Second Lien Commercial Paper.

Comment: Todd: My understanding is that there is no present plan or intent to draw more funds from CP, though there are substantial funds available. This would only happen in a worst case scenario as the last I heard, there are sufficient funds available through Spring 2006. If the deal hasn't closed by then, it may be necessary to draw more funds through the CP program to continue payments to contractors. (Info provided in case Francis is curious as to why it reads "currently")

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9. AB 144 further added section 30952.05 to the SHC requiring DEPARTMENT and AUTHORITY to amend their cooperative agreement to incorporate the project oversight

and control responsibilities described therein relative to the Benicia Martinez Bridge and the Seismic Projects.

10. In accordance with SHC Sections 30952 and 30952.05, AUTHORITY and DEPARTMENT now set forth herein the terms of a revised and amended AGREEMENT to set forth the parties respective obligations effective as of July 18, 2005.

This AGREEMENT supercedes and replaces the prior amended Cooperative Agreements entered into on July 1, 2003, as amended on December 15, 2004, and any prior agreements or memoranda of understanding between the parties relating to the BRIDGES. **SECTION I - ELECTRONIC AND MANUAL TOLL COLLECTION**

DEPARTMENT AGREES

1. To cooperate with the AUTHORITY and its vendors, consultants and contractors regarding oversight and management of the operations of the electronic toll collection system customer service center (CSC) for the BRIDGES. The DEPARTMENT's tasks in support of the AUTHORITY's operation of the CSC shall include, but not be limited to, establishing and maintaining DMV access for processing violation notices.
2. That the AUTHORITY is granted all the DEPARTMENT'S right, title and interest in and to the Advanced Toll Collection And Accounting System (ATCAS) application software as defined in Purchase Orders 25154, as amended, and Purchase Order 57042, as amended, provided however, the DEPARTMENT shall likewise retain a non-exclusive, unlimited, irrevocable right to use, transfer, and distribute all ATCAS application software as defined above. In the event the AUTHORITY shall enhance the ATCAS application software through modification, amendment and /or additions thereto, the DEPARTMENT shall have the royalty free, non-exclusive, irrevocable right to use, transfer, distribute and modify for its purposes such enhancements, including all associated source code and source code documentation. [TODD: please confirm]. FRANCIS—AS AMENDED OK (Comment: Can't agree to replacement, because no idea what that might be. Replacement should be left for another day).
3. To provide staffing and supervision for the manual collection of toll revenues related to the BRIDGES; including, but not limited to, management of toll collectors and all related personnel and reviewing disputes related to the manual collection of tolls. The DEPARTMENT will staff and operate manual toll collection operations in accordance with state law and consistence with the AUTHORITY's adopted budgets. (Comment: the Authority's adopted budget will also conform with state law)

AUTHORITY AGREES

4. To operate, manage and maintain the operations of the electronic toll collection CSC, including, but not limited to, maintenance of the electronic toll collection customer accounts, administering service contracts in relation to these operations, the identification of toll violators and the processing of toll violations, processing of customer and violation disputes, financial management including procurement of

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Comment: In order to maintain the flexibility to have a single statewide software system, if BATA is amenable, of course.

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credit card processing services, reciprocal relationships with other California toll operators, the procurement of electronic toll collection transponders, and the integration of these operations with other transportation related operations.

5. To provide management oversight of DEPARTMENT's manual toll collections operations, including, but not limited to, reviewing procedures for the manual collection, handling and reconciliation of cash toll revenues, reviewing staffing plans for the manual toll collection operations, and reviewing training and training procedures for DEPARTMENT's manual toll collection staff.

SECTION II - CASH COUNTING, BANKING AND TOLL ACCOUNTING

DEPARTMENT AGREES:

1. To cooperate with the AUTHORITY and its vendors, consultants and contractors in the AUTHORITY'S financial oversight and management of the toll revenues collected on the BRIDGES, including, but not limited to, toll accounting, armored car, vault and bank services.
2. To transfer to the AUTHORITY equipment used for toll accounting acquired solely with toll revenue funds and to fully assist the AUTHORITY in the operation and relocation of the host toll collection equipment and systems from the DEPARTMENT's District offices to the AUTHORITY's offices or other location as determined by the AUTHORITY. (Comment: This issue has been resolved by the Authority).

AUTHORITY AGREES:

3. To provide armored car, vault and bank services for cash toll revenues collected by the Department on the BRIDGES.
4. To provide toll accounting services, including, but not limited to, accounting for toll revenues, preparing toll revenue and traffic reports, reconciliation of manual and electronic toll revenues, and toll auditing.
5. Until such time as the obligations of the California Infrastructure and Economic Development Bank are defeased and are no longer outstanding, the seismic retrofit surcharge will continue to be automatically routed to the DEPARTMENT's Toll Bridge Seismic Retrofit Account.

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Comment: TvS- I was not privy to any discussions on this particular subject; is it within the parameters of normal severance (8 weeks) benefits in the Department's employment contracts?

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SECTION III. - TOLL BRIDGE OPERATIONS AND MAINTENANCE**DEPARTMENT AGREES:**

1. To maintain (Category A Maintenance), and operate the bridge structures and maintain (Category B Maintenance) and operate the toll plaza buildings and facilities, in a safe and efficient manner in accordance with applicable DEPARTMENT policies and standards for the BRIDGES, excepting for those items identified in Section III, 7 which the AUTHORITY will own, maintain, repair, and operate. Operational and maintenance tasks shall include but are not be limited to, managing maintenance staff and all related personnel and contracts and contract employees, maintaining, bridge infrastructure and equipment, obtaining necessary permits for the operation and maintenance of the BRIDGES, and generating and maintaining proper records relating to the BRIDGES. Excepting tasks related to emergency repairs performed pursuant to Article 5, of Section III all tasks will be planned to be consistent with the annually adopted AUTHORITY operations and capital budget and long-range plans of toll related costs to be reimbursed to DEPARTMENT from the bay area toll account by AUTHORITY. Category A expenditures shall include, but are not be limited to, the following: maintenance of the BRIDGES and related structures, roadbeds, pavement, drainage, debris removal, landscaping, traffic guidance systems, ice control, dedicated bridge maintenance stations, maintenance training, electrical maintenance and electrical energy other than the architectural lighting. Category B operational and maintenance expenditures shall include, but are not limited to, toll administration building and toll facilities, toll system related energy, booth maintenance and repair, reconstruction and replacement of mechanical and electronic toll equipment. (Comment: Edits on architectural lighting accepted).
2. To cooperate with the AUTHORITY and its vendors in the Authority's maintenance, repair and replacement services for the toll lane, plaza and host toll collection equipment and systems for the BRIDGES, including, but not limited to, providing the AUTHORITY staff and its contractors (a) access to toll lane, plaza and host toll collection equipment and systems; (b) processing requests for all necessary encroachment permits; (c) administering or facilitating the transfer of any service or equipment contracts related to the maintenance of the toll lane, plaza and host toll collection equipment and systems; (d) assisting the AUTHORITY or its contractors with the closure of lanes and management of traffic to carryout maintenance activities for the toll lane, toll plaza and host toll collection equipment and systems; and (e), assisting the AUTHORITY and its contractors in the development of processes and procedures for the reporting of problems related to toll lane, plaza and host toll collection equipment and systems.
3. To provide AUTHORITY a detailed anticipated fiscal year budget, description of work activities and charges for Category A and Category B Maintenance expenditures

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| as defined in SHC section 188.4, and an annual report of actual expenditures upon completion of each fiscal year. (Comments: Parties can work out the format).

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4. To inform AUTHORITY of any non-emergency activities undertaken by DEPARTMENT that may affect the operation, appearance or safety of the BRIDGES, and to provide advance notice to AUTHORITY of any DEPARTMENT activities that would require any amendment to AUTHORITY's adopted annual operations and capital budget and Long Range Plans.
5. To take whatever immediate actions are necessary for emergency repairs to any of the BRIDGES which have been damaged or are in immediate danger and report to AUTHORITY as soon as possible, but not later than ten (10) working days, after any occurrence requiring the expenditure of toll funds for emergency repair on the BRIDGES.
6. To provide tow truck services on the BRIDGES from state-funded sources for as long as authorized by California law and budgeted in the annual State Budget Act.

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AUTHORITY AGREES:

7. To own, operate, and provide maintenance services for the toll lane, plaza and host toll collection equipment and systems for the BRIDGES as a necessary component of audit, internal, and cash controls, which shall include, but are not limited to software, hardware, computer equipment, lane readers, violation enforcement system, automatic vehicle classification (AVC) system, and telecommunications for these systems. These systems shall be maintained in such a manner as to provide consistent and functional interface to the CSC system.
8. To give first priority to projects and expenditures that are deemed necessary by DEPARTMENT to preserve and protect the BRIDGES as provided by SHC section 30950.3 (c).
9. To pay all of the DEPARTMENT's approved costs incurred for toll operations maintenance and support provided by the DEPARTMENT in accordance with SHC section 188.5 © and this AGREEMENT. Costs will be compiled and computed in accordance with the DEPARTMENT's standard accounting practices and the State Administrative Manual.

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(Comment: see referenced paragraph 12 in mutual agreement section).

SECTION IV. - TOLL BRIDGE CAPITAL IMPROVEMENT PROGRAM

DEPARTMENT AGREES:

1. To assist AUTHORITY in connection with AUTHORITY's preparation and adoption of Long Range Plans, as required by SHC section 30950.3, and any subsequent amendments

to said Plans.

2. To plan, design and construct Eligible Projects for the BRIDGES in accordance with the Long Range Plans that reflect AUTHORITY's approved long term multi-year capital outlay and capital outlay support budgets for eligible capital projects and, to the extent possible, consistent with AUTHORITY's annual operations and capital budgets, that conform to AUTHORITY's approved operations, maintenance, and capital reimbursement limits (subject to modification when required) for a given fiscal year when adopted by AUTHORITY.
3. To develop contract specifications and bid documents and invite bid and award contracts for capital improvements to the BRIDGES.
4. To provide, subject to annual State Budget Act authorization, sufficient staff resources within DEPARTMENT to assure timely implementation of projects in the Long Range Plans adopted by AUTHORITY.
5. To maintain and provide, on a monthly basis, a current schedule of Eligible Projects funded from the bay area toll account .
6. To provide AUTHORITY with complete monthly reports of costs incurred by DEPARTMENT for bridge operations, toll collections and capital projects affecting the BRIDGES for which subsequent reimbursement will be made to DEPARTMENT by AUTHORITY. These reports will be prepared for each bridge within the BRIDGES listed by SHC section 30910.
7. To provide AUTHORITY access to all project development information regarding the projects identified in the Long Range Plan and the Toll Bridge Seismic Program, including, but not limited to, project files kept in accordance with project development procedures and manuals, project initiation documents, environmental technical studies, environmental documents and plans, and specifications and estimates for the identified projects in the Capital Improvement Program.
8. To acquire property essential to complete Eligible Projects contained in the Long Range Plans. Any subsequent sale of excess land, property, equipment or any other assets, which were purchased with toll funds, shall be reverted to the bay area toll account. Any sale of excess land require the approval of the CTC and maybe subject to the reimbursing the federal government its proportional contribution, if any. (Comment: Authority assumes that Department's costs are included in the annual budget, see Section VIII. Paragraph 12).
9. To perform all other activities necessary for the extended operation, maintenance, and protection of the BRIDGES, including, but not limited to, obtaining and maintaining all regulatory permits necessary to authorize those maintenance and construction activities. DEPARTMENT will inform AUTHORITY of any unique or significantly unusual DEPARTMENT activities affecting the BRIDGES in any fiscal year.

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10. As required by SHC section 30952.1, to establish and participate, in conjunction with the AUTHORITY and the CTC, in a Toll Bridge Program Oversight Committee, to oversee and provide direction for the Seismic Projects and the Benicia-Martinez Bridge New Span project.

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AUTHORITY AGREES:

11. To review and approve as necessary and appropriate all project initiation documents, environmental documents, right of way agreements and project bid documents for all Eligible Projects identified in the Capitol Improvement Program.
12. To update the Long Range Plans, as specified in SHC section 30950.3, when necessary.
13. As required by SHC section 30952.1, to establish and participate, in conjunction with the DEPARTMENT and the CTC, in a Toll Bridge Program Oversight Committee, to oversee and provide direction for Toll Bridge Seismic Retrofit Program projects and the Benicia-Martinez Bridge New Span project.
14. To contract with and oversee one or more consulting firms to provide project oversight and control services for the Benicia-Martinez Bridge project and the Toll Bridge Seismic Retrofit Program projects as specified in subsection (d) of SHC section 30952.05. The Toll Bridge Oversight Committee shall review and approve all such contracts, as specified in subsection (d) of SHC section 30952.05.
15. To review and approve all contract specifications and bid documents prepared by DEPARTMENT prior to advertising the bid documents for the Benicia-Martinez Bridge project and the Toll Bridge Seismic Retrofit Program projects in accordance with subsection (b) of SHC section 30952.05.

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SECTION V. – PROGRAM/PROJECT FINANCIAL MANAGEMENT AND FINANCING

DEPARTMENT AGREES:

1. To cooperate with the AUTHORITY in the issuance of new or replacement bonds by AUTHORITY, including, but not limited to, developing and updating project schedules, projected cash flows and risk management plans for each of the Eligible Projects identified in the seismic or long range plan programs.
2. To cooperate with the AUTHORITY, in all actions necessary for the defeasance of the existing bonds issued on behalf of the DEPARTMENT and secured by the toll bridge seismic retrofit surcharge imposed under subdivision (a) of SHC section 31010.
3. To cooperate fully with the Toll Bridge Seismic Retrofit Account close out audit to be conducted subsequent to the defeasance of the bonds, retirement of the commercial

paper, and any other outstanding seismic obligations of the California Infrastructure and Economic Development Bank.

4. Upon defeasance of the Bonds, retirement of the commercial paper, and any other outstanding seismic financial obligations of the California Infrastructure and Economic Development Bank and after satisfying the immediate cash flow requirements of the Toll Bridge Seismic Retrofit Program projects, transfer the revenues and fund balances in the Toll Bridge Seismic Retrofit Account to the AUTHORITY for deposit in the bay area toll account.
5. To work in consultation with the AUTHORITY and the CTC to adopt a schedule for the payment of the remaining state contributions identified in SHC sections 188.5 and 188.6 for the Toll Bridge Seismic Retrofit Program projects identified in SHC section 188.5.
6. To develop procedures for the timely allocation and payment of all toll bridge seismic retrofit funds due to the Toll Bridge Seismic Retrofit Program, including, but not limited to: 1) approving invoices as submitted by BATA that are consistent with CTC allocations; 2) providing best efforts to ensure that the state budget includes any necessary provisions to allow for the transfer of funds to BATA for the Toll Bridge Seismic Retrofit Program; 3) confirming that the Controller makes payments into BATA accounts in accordance with the CTC adopted allocation schedule; and 4) cooperating with the CTC in the scheduling and allocation of funds committed to the Toll Bridge Seismic Retrofit Program.
6. AUTHORITY AGREES 7. To manage all of the toll revenues, including, but not limited to, keeping full and complete accounts for toll revenues and expenses and preparing balance sheets on an annual fiscal year basis showing the financial condition of the BRIDGES 8. If and when necessary and at the AUTHORITY's discretion: (1) to increase the amount of the seismic surcharge, pursuant to SHC section 31011 for the purpose of completing the Toll Bridge Seismic Retrofit Program projects; (2) to issue toll bridge revenue bonds pursuant to SHC section 30920; and, (3) pursuant to SHC 30916(c), to increase the base toll in order to meet its obligations on any such bonds or to satisfy bond covenants.
7. 9. To work in consultation with the DEPARTMENT and the CTC to adopt a schedule for the payment of the remaining state contributions identified in SHC Sections 188.5 and 188.6 for the Toll Bridge Seismic Retrofit Program projects in SHC section 188.5.

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8. 10. To work cooperatively with the DEPARTMENT and CTC on the schedule and allocation of seismic retrofit funds due to the Toll Bridge Seismic Retrofit Program funds, utilizing all funds designated in AB 144 and allocated by the CTC exclusively for the Toll Bridge Seismic Retrofit Program, as defined in state law, and to establish appropriate accounts and accounting procedures for management of toll the bridge seismic retrofit funds. (Comment: acknowledge).

SECTION VI. - TOLL PROGRAM PROJECT FUNDING

DEPARTMENT AGREES:

1. To continue to budget to fund tow truck services on the BRIDGES from state-funded source until directed otherwise.
2. To continue to fund from state-funded sources the Category A **BRIDGES** expenditures that are part of the seismic retrofit and replacement program specified in SHC section 188.5 until the seismic retrofit or replacement work is complete on those **BRIDGES** and the AUTHORITY undertakes that duty using toll revenues.

AUTHORITY AGREES:

3. To allocate toll revenues consistent with AUTHORITY's annual operations and capital budget for Eligible Projects conforming with AUTHORITY approved Long Range Plans, and to pay for the DEPARTMENT's toll related costs incurred pursuant to this AGREEMENT consistent with the AUTHORITY's adopted budgets.
4. To pay for maintenance and operations of the current Transbay Transit Terminal as long as it is owned and operated by the DEPARTMENT, (a statutory part of the San Francisco-Oakland Bay Bridge, located in downtown San Francisco) from toll bridge revenues. Said costs are subject to the annual BATA budget process.
5. To fund Category A maintenance expenditures on the BRIDGES from toll revenues, except for those toll bridges that are part of the seismic retrofit program specified in SHC section 188.5 for which the seismic retrofit or replacement work is not complete. Such maintenance expenditures shall be funded by AUTHORITY from toll revenues upon completion of the seismic retrofit or replacement work.
6. To maintain self insurance of **not less than** \$50 million as an extraordinary loss account solely for the purpose of funding major emergency reconstruction, repair and operations of any of the BRIDGES. (Comment: Authority accepts the "not less than" language, and this commitment can't be changed unless the Coop Agreement is modified. Since it is not the intend of the Department to reduce the 50 million, we don't need to debate this now).

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SECTION VII. – PROGRAM/PROJECT BUDGETING AND INVOICING**DEPARTMENT AGREES:**

1. To provide AUTHORITY, consistent with the schedule for developing DEPARTMENT's annual fiscal year budget, information necessary for AUTHORITY to adopt an annual operations and capital budget for operations, maintenance, repairs and construction of Eligible Projects on the BRIDGES which is, to the extent possible, consistent with DEPARTMENT's statutory and contractual obligations assumed herein and AUTHORITY's approved Long Range Plans.
2. To report to the AUTHORITY the level of services that the DEPARTMENT will be able to provide if, in the judgment of the DEPARTMENT the AUTHORITY's adopted annual operations and capital budget does not provide funding adequate for the DEPARTMENT's services as defined in this AGREEMENT.
3. To cooperate fully with AUTHORITY in the annual auditing and reporting process, as well as any other audit, financial, or internal control reports that may be undertaken by AUTHORITY or DEPARTMENT relating to the bay area toll accounts, and the BRIDGES. AUTHORITY shall issue these audit reports relative to the bay area toll accounts, and the BRIDGES to AUTHORITY and DEPARTMENT.
4. To provide AUTHORITY a monthly request for thirty (30) days advance funding based upon the DEPARTMENT'S estimate of the anticipated costs that it will incur by the DEPARTMENT in performance of this AGREEMENT, DEPARTMENT will provide, the AUTHORITY, along with the estimate, the DEPARTMENT's published electronic fund transfer (EFT) invoice schedule. The DEPARTMENT will submit, within thirty (30) days after submission of each funding advance request, a detailed expenditure report for the charges contained therein, including project close-out adjustments within the adopted budget. Each succeeding monthly estimate will be adjusted to reflect actual costs expended and any reallocation or additional costs anticipated over that succeeding month.
5. Upon receipt of a notice of invoice discrepancy from AUTHORITY, DEPARTMENT shall review the notice and credit undisputed claims to AUTHORITY in its following invoice. If DEPARTMENT disputes any discrepancy claim, in whole, or in part, DEPARTMENT shall endeavor to notify AUTHORITY in writing within seven (7) working days of receipt of the notice of invoice discrepancy. Upon final resolution of a disputed claim, STATE shall make the appropriate credit or debit to AUTHORITY's account and notify AUTHORITY in writing of any such action.
6. To provide to AUTHORITY a detailed fiscal year-end accounting of expended and accrued costs within sixty (60) days of the end of the fiscal year with supporting

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AUTHORITY AGREES:

7. To adopt an annual operations and capital budget by July 1st of each fiscal year, which includes DEPARTMENT's costs associated with operations, maintenance, toll collection, and the support and capital costs of Eligible Projects relating to the BRIDGES, which costs are funded from the bay area toll accounts and consistent with AUTHORITY approved Long Range Plans. Costs are defined as including all documented direct and indirect charges together with functional and administrative overhead charges authorized by the State Administrative Manual as part of DEPARTMENT's standard accounting practice, except that administrative overhead cost assessments will not be included for the Toll Bridge Seismic Retrofit Program pursuant to SHC, section 31021. Each budget shall be subject to regular review and revision during the year as appropriate and shall contain funds to cover unanticipated efforts to be undertaken by DEPARTMENT as may be required for the continued operation, maintenance, repair, protection and improvement of the BRIDGES.
8. To act promptly on requests by DEPARTMENT for actions necessary to implement Eligible Projects contained in the Long Range Plans and for urgent unbudgeted operating or maintenance requirements affecting the annual operations maintenance and capital budgets adopted by AUTHORITY.
9. On a monthly basis, and within four (4) working days of the receipt of DEPARTMENT's request for advance funding as, described in Article 4 of this Section VII above, to electronically transfer (wire) to DEPARTMENT funds equal to the amount of eligible costs incurred or anticipated, subject to provisions of Articles 10 and 11 of Section VII of this AGREEMENT, below.
10. Upon receipt of DEPARTMENT's detailed expenditure report, AUTHORITY will endeavor to notify DEPARTMENT in writing within thirty (30) days of those charges with which AUTHORITY disagrees by issuing a specific notice of discrepancy.
11. To adopt formal resolutions and any supplemental documents necessary to implement the requirements of SHC section 30950 *et seq.*, and to establish detailed AUTHORITY policies and procedures applicable to the BRIDGES and the bay area toll accounts, consistent with the terms and conditions of this AGREEMENT.
12. To act promptly on requests by DEPARTMENT for the expenditure of bay area toll account, funds by DEPARTMENT in response to emergency occurrences, subject to the notification requirements of Article 5 in Section III of this AGREEMENT, above.
13. To contract for annual financial audits, to be conducted by an outside independent auditor, of the bay area toll accounts, toll receipts collected on the BRIDGES, and all expenses of DEPARTMENT and AUTHORITY funded by the bay area toll accounts; and to submit all required financial statements to the Legislature in accordance with SHC section 30961(b).

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SECTION VIII.**IT IS MUTUALLY AGREED:**

1. Nothing in this AGREEMENT is intended to affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the BRIDGES different from the standard of care imposed by law.
2. Neither DEPARTMENT nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless DEPARTMENT, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury, or any other damage sustained by a third party, occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT.
3. Neither AUTHORITY nor any Commissioner, officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by DEPARTMENT under or in connection with any work, authority or jurisdiction delegated to DEPARTMENT under this AGREEMENT. It is understood and agreed that, DEPARTMENT shall defend, indemnify and save harmless AUTHORITY, its Commissioners, officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury, or any other damage sustained by a third party, occurring by reason of anything done or omitted to be done by DEPARTMENT under or in connection with any work, authority or jurisdiction delegated to DEPARTMENT under this AGREEMENT.
(Comment: I don't know the reason for the Department proposing to delete the referenced code sections. It would seek that such references are in the best interest of both parties).
4. This AGREEMENT shall be amended or superceded by another agreement as necessary with the enactment of future legislation or by mutual agreement. (Comment: This reservation should be kept relatively simple).

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5. Regular meetings will be held to fulfill the intent of this AGREEMENT. More detailed working agreements and procedures may be developed and documented in operating memoranda to establish mutually supportive policies.
6. This AGREEMENT shall be subject to readoption as amended by the parties effective July 1, 2015, and every ten (10) years thereafter. This AGREEMENT may also be amended in writing at any time by mutual consent. Each amendment must be in writing and no alteration or variation to the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
7. No State, DEPARTMENT, or AUTHORITY funds are encumbered or allocated under this AGREEMENT.
8. The transfer of funds by AUTHORITY to DEPARTMENT, as advance payments for support and capital outlay for the BRIDGES, shall in no way be construed as an unconditional acceptance of such actual and proposed charges. Approval of DEPARTMENT charges by AUTHORITY, will occur only after complete review of detailed program and project expenditure information in a format mutually acceptable to both DEPARTMENT and AUTHORITY.
9. In the event of an emergency and/or unforeseen difficulty where DEPARTMENT is unable to obtain a construction progress payment on time, DEPARTMENT will include an estimate of such charges in DEPARTMENT's next monthly invoice, submitted pursuant to Article 4 of Section VII above, and AUTHORITY agrees to pay that estimated amount subject to subsequent adjustment.

10. The AUTHORITY, upon request by the DEPARTMENT, and following review and consultation with the DEPARTMENT, will advance funds to the DEPARTMENT using revenues from the existing Seismic Retrofit Surcharge imposed by S and HC section 31010 for the payment of any and all costs incurred by the DEPARTMENT to indemnify the California Infrastructure and Economic Development Bank, the State Treasurer and all other indemnified parties, as such costs are required by the DEPARTMENT'S obligations set forth in the Second Amendment to the Financing Agreement dated 2006, following defeasance of the Infrastructure Bank Debt as it is defined in the the Second Amendment to the Financing Agreement.

11. That the AUTHORITY and the DEPARTMENT will enter into a Fund Transfer Agreement contemporaneously herewith, for the transfer of funds from the DEPARTEMNT to the AUTHORITY in accordance with a schedule adopted by the CTC in its resolution of December 15, 2005.

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10. The AUTHORITY, upon request by the DEPARTMENT, and following review and consultation with the DEPARTMENT, will advance funds to the DEPARTMENT using revenues from the existing Seismic Retrofit Surcharge imposed by S and HC section 31010 for the payment of any and all costs incurred by the DEPARTMENT to indemnify the California Infrastructure and Economic Development Bank, the State Treasurer and all other indemnified parties, as such costs are required by the DEPARTMENT'S obligations set forth in the Second Amendment to the Financing Agreement dated 2006, following defeasance of the Infrastructure Bank Debt as it is defined in the the Second Amendment to the Financing Agreement. ¶

11. That the AUTHORITY and the DEPARTMENT will enter into a Fund Transfer Agreement contemporaneously herewith, for the transfer of funds from the DEPARTEMNT to the AUTHORITY in accordance with a schedule adopted by the CTC in its resolution of December 15, 2005. ¶

12. Subject to the Commission's concurrence, if necessary, Parcels of real property acquired and held by the DEPARTMENT are to be transferred by Director's Deed, or as the parties shall agree, to the AUTHORITY for its management and control as part of the BRIDGES or as needed for the s[... [32]

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12. Subject to the Commission's concurrence, if necessary, Parcels of real property acquired and held by the DEPARTMENT are to be transferred by Director's Deed, or as the parties shall agree, to the AUTHORITY for its management and control as part of the BRIDGES or as needed for the support of the BRIDGES until such time as the AUTHORITY shall dispose of them by public sale at their fair market value. The costs of the DEPARTMENT to comply herewith are to be paid from toll revenues and the net proceeds of any sale or transfer to the AUTHORITY are to be deposited in the bay area toll account for use on the BRIDGES. (Comment: Language acceptable to Authority as proposed).

STATE OF CALIFORNIA
Department of Transportation
WILL KEMPTON
Director of Transportation

BAY AREA TOLL AUTHORITY

By: _____
District 4 Director

By: _____
Steve Heminger
Executive Director

Approved as to form and procedure:

Approved as to form and procedure:

Attorney
Department of Transportation

Francis Chin
General Counsel
Bay Area Toll Authority

Certified as to budgeting of funds:

District Budget Manager
Department of Transportation

Certified as to financial terms and
Conditions:

HQ Accounting Administrator
Department of Transportation

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(Comment: Agreed).

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CSC SOFTWARE¶

Definitions ¶

“Advanced Toll Collection and Accounting System ” means the software (including Object Code, Source Code, Software Documentation and Source Code Documentation) developed under the DEPARTMENT’s Advanced Toll Collection and Accounting Systems Contract with WorldCom (“the WorldCom Contract”), (P.O. 25154). ¶
“Caltrans CSC Software” refers to that part of the Application Software described in DEPARTMENT’s CSC Software Detailed Design Document Part I (COSMIC) and Part II (Inter-Operability) which is incorporated herein by reference as though set forth in full. ¶
“Paragraph 6 of the WorldCom Contract” refers to the terms and conditions of the WorldCom Contract relating to Ownership of Data/Software set forth in Attachment B-1, attached hereto and incorporated herein by this reference. ¶

“Regional CSC Software ” means software based upon or incorporating the Caltrans CSC Software, including but not limited to translations, abridgements, condensations, improvements, updates, modifications, enhancements, or any other form in which the Caltrans CSC Software may be recast, transformed, adapted, or revised, to be developed and used by AUTHORITY on behalf of DEPARTMENT, the Caltrans CSC Software’s licensor, and GGBHTD under the Regional CSC Project described in Attachment A. Regional CSC Software does not include software that is not based upon or does not incorporate the Caltrans CSC Software.¶

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Inserted: [FRANCIS: I don’t think we need this. We will provide you with the two purchase orders that define the software.]

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the amount of /annual/personalleave balances

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(Placeholder for any agreement reached regarding Caltrans compensating the authority for employee leave balances transferred to BATA

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[FRANCIS: After talking with Clark on this subject, we are not sure whether Personnel will allow us to do the above. Personnel may have some internal restrictions and the collective bargaining agreements may not allow this; we may have to strike at a later time. Notwithstanding this cautionary note, we will try to push this through on our end.]

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(up to a maximum of 320 hours per employee) for DEPARTMENT employees who are hired by the AUTHORITY at the time of the transfer of responsibility for the performance of the toll accounting activities. Compensation paid to the AUTHORITY

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the AUTHORITY for the amount of

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must be authorized by the employee and will be based on the employee's salary at the time of separation from the DEPARTMENT.

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for DEPARTMENT employees who are hired by the AUTHORITY at the time of the transfer of responsibility for the performance of the toll accounting activities. Compensation paid to the AUTHORITY will

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leave balances transferred from

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be authorized by the employee and will be based on the employee's salary at the time of separation from the DEPARTMENT.

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up to a maximum of 320 hours

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[FRANCIS: After talking with Clark on this subject, we are not sure whether Personnel will allow us to do the above. Personnel may have some internal restrictions and the collective bargaining agreements may not allow this; we may have to strike at a later time. Notwithstanding this cautionary note, we will try to push this through on our end.]

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[FRANICIS---BATA does not need to invoice the Department has originally contemplated; the Department will transfer the funds pursuant to a Coop transfer agreement that I am working on with Bill Donovan----Please see Paragraph 11 of Section VIII]

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[FRANICIS---BATA does not need to invoice the Department has originally contemplated; the Department will transfer the funds pursuant to a Coop transfer agreement that I am working on with Bill Donovan----Please see Paragraph 11 of Section VIII]

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all of the state owned toll bridges in the Bay Area from

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each toll bridge specified in SHC section 30910

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in the event of damage to or closure

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estimated to extend more that 30 days or repairs that are estimated to exceed \$10 million in cost. Replenishment of these funds used for emergency repairs will be made by the AUTHORITY from the base toll. The amount of this self insurance fund will be reviewed and may be increased as necessary based upon increases in anticipated construction and labor costs. [BRIAN] be kept.

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and consistent with all outstanding bond covenants approved by the Authority.

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and consistent with all outstanding bond covenants approved by the Authority.

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[FRANCIS: Contrary to Brian's statement, your bond covenants don't give us much comfort. Although the "Operations and Maintenance Funds" is two times the budgeted amount, it appears to be limited to "Operation and Maintenance", not emergency situations---See page 44 of the Official Statement. Also, your "No Insurance Coverage" statement states: "Such reserve is maintained pursuant to the Cooperative Agreement and may be reduced or eliminated in its entirety." (page 61) It is not clear whether BATA would be required to obtain the Department's consent to "reduce or eliminate" the reserve. As a practical matter, the Department does not anticipate eliminating or reducing the reserve; rather we think it is in our mutual interest to increase the reserve based on the escalation of construction and labor costs.]

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[FRANCIS: Contrary to Brian's statement, your bond covenants don't give us much comfort. Although the "Operations and Maintenance Funds" is two times the budgeted amount, it appears to be limited to "Operation and Maintenance", not emergency situations---See page 44 of the Official Statement. Also, your "No Insurance Coverage" statement states: "Such reserve is maintained pursuant to the Cooperative Agreement and may be reduced or eliminated in its entirety." (page 61) It is not clear whether BATA would be required to obtain the Department's consent to "reduce or eliminate" the reserve. As a practical matter, the Department does not anticipate eliminating or reducing the reserve; rather we think it is in our mutual interest to increase the reserve based on the escalation of construction and labor costs.]

pursuant to this Agreement, (including, but not limited to, the manual collection of toll revenues, maintenance, repair and operation of the bridge structures and toll plaza buildings and facilities, the planning, design and construction of capital improvements to the BRIDGES, and the development, issuance and award of contract specifications and bid documents for the award of capital improvements for the BRIDGES),

10. The AUTHORITY, upon request by the DEPARTMENT, and following review and consultation with the DEPARTMENT, will advance funds to the DEPARTMENT using revenues from the existing Seismic Retrofit Surcharge imposed by S and HC section 31010 for the payment of any and all costs incurred by the DEPARTMENT to indemnify the California Infrastructure and Economic Development Bank, the State Treasurer and all other indemnified parties, as such costs are required by the DEPARTMENT'S obligations set forth in the Second Amendment to the Financing Agreement dated _____, 2006, following defeasance of the Infrastructure Bank Debt as it is defined in the the Second Amendment to the Financing Agreement.

11. That the AUTHORITY and the DEPARTMENT will enter into a Fund Transfer Agreement contemporaneously herewith, for the transfer of funds from the DEPARTEMNT to the AUTHORITY in accordance with a schedule adopted by the CTC in its resolution of December 15, 2005.

12. Subject to the Commission's concurrence, if necessary, Parcels of real property acquired and held by the DEPARTMENT are to be transferred by Director's Deed, or as the parties shall agree, to the AUTHORITY for its management and control as part of the BRIDGES or as needed for the support of the BRIDGES until such time as the AUTHORITY shall dispose of them by public sale at their fair market value. The costs of the DEPARTMENT to comply herewith are to be paid from toll revenues and the net proceeds of any sale or transfer to the AUTHORITY are to be deposited in the bay area toll account for use on the BRIDGES.